

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 1

**Date:** May 20, 2009

**Subject:** Information Relative to Possible Conflict of Interest

**Recommendation\*:** Note agenda items and contractors/subcontractors which may require member abstentions due to possible conflicts of interest.

**Background:** In accordance with California Government Code 84308, members of the Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Contractor/Agents	Subcontractors
3	C09179	Advantec Consulting Engineers <i>Leo Lee</i>	TransCore Inc. System Integrated Inc. RBF Consuling Hartzog-Crabill Inc. JMDiaz Inc. TEP Inc.

\*

*Approved*  
*Board of Directors*

*Date:* May 20, 2009

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

Item No.	Contract No.	Contractor/Agents	Subcontractors
4	C09124	Parsons Transportation Group <i>Khalil Saba</i>	S2 Engineering Inc. Chambers Group

***Financial Impact:*** This item has no direct impact on the budget.

***Reviewed By:*** This item is prepared monthly for review by the Board of Directors and Policy Committee members.

# BOARD OF DIRECTORS ATTENDANCE RECORD - 2009

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Gary Ovitt</b> Board of Supervisors	X	X		X	X							
<b>Brad Mitzelfelt</b> Board of Supervisors	X			X	X							
<b>Paul Biane</b> Board of Supervisors	X		X	X								
<b>Josie Gonzales</b> Board of Supervisors	X	X	X	X	X							
<b>Neil Derry</b> Board of Supervisors		X	X	X	X							
<b>Charley Glasper</b> City of Adelanto	X	X	X	X	X							
<b>Rick Roelle</b> Town of Apple Valley	X	X	X	X	X							
<b>Julie McIntyre</b> City of Barstow	X	X	X	X	X							
<b>Bill Jahn</b> City of Big Bear Lake	X	X	X	X	X							
<b>Dennis Yates</b> City of Chino	X	X	X	X	X							
<b>Gwenn Norton-Perry</b> City of Chino Hills		X	X	X	X							
<b>Kelly Chastain</b> City of Colton	X	X	X	X	X							
<b>Mark Nuaimi</b> City of Fontana	X	X	X	X	X							
<b>Bea Cortes</b> City of Grand Terrace	*	X	X	X	X							
<b>Mike Leonard</b> City of Hesperia	X	X		X	X							

X = member attended meeting.

\* = alternate member attended meeting.

Empty box = Did not attend meeting

Crossed out box = not a Board Member at the time.

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# BOARD OF DIRECTORS ATTENDANCE RECORD - 2009

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Larry McCallon</b> City of Highland	X	X	X	X	X							
<b>Rhodes 'Dusty' Rigbsby</b> City of Loma Linda	X	X	X	X	X							
<b>Paul Eaton</b> City of Montclair	X	X	X	X	*							
<b>Jeff Williams</b> City of Needles	X	X		X	X							
<b>Alan Wapner</b> City of Ontario	X	X	X	*	X							
<b>Diane Williams</b> City of Rancho Cucamonga	X	X	X	X	X							
<b>Pat Gilbreath</b> City of Redlands	X	X	X	X	X							
<b>Grace Vargas</b> City of Rialto	*											
<b>Ed Scott</b> City of Rialto		X	X	X	X							
<b>Patrick Morris</b> City of San Bernardino	X	X	X	X	X							
<b>Jim Harris</b> City of Twentynine Palms	X	X	X	X	X							
<b>John Pomierski</b> City of Upland	X	X	X		X							
<b>Ryan McEachron</b> City of Victorville	X	X	X	X	X							
<b>Dick Riddell</b> City of Yucaipa	X	X	X	X	X							
<b>William Neeb</b> Town of Yucca Valley	X	X	X	X	X							
<b>Ray Wolfe</b> Ex-Official Member	Jesus Galvan	X	X	X	Basem Muallem							

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# BOARD OF DIRECTORS ATTENDANCE RECORD - 2008

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Gary Ovitt</b> Board of Supervisors	X	X	X	X	X	X	X	X		X	X	X
<b>Brad Mitzelfelt</b> Board of Supervisors	X	X	X	X	X		X	X	X	X		
<b>Paul Biane</b> Board of Supervisors		X		X	X	X				X	X	
<b>Dennis Hansberger</b> Board of Supervisors	X	X		X	X		X	X	X		X	X
<b>Neil Derry</b> Board of Supervisors	X	X	X	X	X	X	X	X	X	X	X	X
<b>Josie Gonzales</b> Board of Supervisors	X		X	X	X	X	X	X	X	X		
<b>Jim Nehmens</b> City of Adelanto	X	X	X		X	X	X	X	X	X	X	X
<b>Charley Glasper</b> City of Adelanto	X	X	X	X	X	X	X	X	*	X	X	X
<b>Rick Roelle</b> Town of Apple Valley	X	X	X	X	X	X		X	X	X	X	X
<b>Lawrence Dale</b> City of Barstow	X	X	X	X	X	X	X	X	X	X	X	X
<b>Bill Jahn</b> City of Big Bear Lake	X	X			X	X	X	X		X	X	X
<b>Dennis Yates</b> City of Chino	X	X	X		X	X	X	X	X		X	X
<b>Gwenn Norton-Perry</b> City of Chino Hills		X	X	X	X		*				X	
<b>Kelly Chastain</b> City of Colton	X	X	X	X	X	*	*	X	X	X	X	X
<b>Mark Nuaimi</b> City of Fontana	X	X	X		X	X	X	X	X	X	X	X
<b>Bea Cortes</b> City of Grand Terrace	X	X	X	X	X	X	X	X	X	X	X	X
<b>Mike Leonard</b> City of Hesperia	X	X	X	X	X	X	X		X	X	X	X
<b>Larry McCallon</b> City of Highland	X	X	X		X	X	*	*	X	X	X	X

X = member attended meeting.

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# BOARD OF DIRECTORS ATTENDANCE RECORD - 2008

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Robert Christman</b> City of Loma Linda	X	X		X	X	X	X					
<b>Rhodes 'Dusty' Rigsby</b> City of Loma Linda								X	X	X	X	X
<b>Paul Eaton</b> City of Montclair	X	X	X	X	X	X	X	X	X	X	X	X
<b>Rebecca Valentine</b> City of Needles		X	X	X	X	X	X	X	X	X	X	X
<b>Paul Leon</b> City of Ontario	X	X	X	X	X	*	X	X	X	X	X	X
<b>Diane Williams</b> City of Rancho Cucamonga	X	X	X	X	X	X	X	X	X	X	X	X
<b>Pat Gilbreath</b> City of Redlands	X	X	X	X	X	X	X	X	X	X	X	X
<b>Grace Vargas</b> City of Rialto	X	X	X		X		X	*	X			X
<b>Patrick Morris</b> City of San Bernardino	X	X		X	X	X		X	X	X	X	X
<b>Jim Harris</b> City of Twentynine Palms		X	X	X	X	X	X	X	X	X	X	X
<b>John Pomierski</b> City of Upland	X	X	X		X	X		X				X
<b>Mike Rothschild</b> City of Victorville	X	X	X	X	X	X	X	X	X	X	X	
<b>Ryan McEachron</b> City of Victorville												X
<b>Dick Riddell</b> City of Yucaipa	X	X	X	X	X	X	X	X	X	X	X	X
<b>Chad Mayes</b> Town of Yucca Valley	X	X	*	*								
<b>William Neeb</b> Town of Yucca Valley					X	X	X	X	X	X	X	X
<b>Michael Perovich</b> Ex-Official Member	X	X		X	X	Karla Sutliff	Karla Sutliff	Karla Sutliff				
<b>Ray Wolfe</b> Ex-Official Member										X	X	X

X = member attended meeting.  
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# **DISCUSSION ITEMS**

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 3

**Date:** May 20, 2009

**Subject:** Contract No. 09-179 with Advantec Consulting Engineers for Design and Implementation for the San Bernardino Valley Coordinated Traffic Signal System Program – Tier 3 & 4

**Recommendation:\*** Award Contract No. 09-179 with Advantec Consulting Engineers for Design and Implementation for the San Bernardino Valley Coordinated Traffic Signal System Program – Tier 3 & 4. Total cost for Contract No. 09-179 is \$2,587,878 as detailed in the Financial Impact Section. TN 701000.

**Background:** In November 2008 the SANBAG Board authorized the circulation of a Request for Proposals (RFP) for qualified firms to perform design and implementation for the San Bernardino Valley Coordinated Traffic Signal System – Tier 3 & 4. Four firms responded to the RFP: Advantec Consulting Engineers; DKS Associates; Katz, Okitsu & Associates; and Albert Grover & Associates.

In accordance with SANBAG's consultant selection policy, the selection team consisted of one representative from SANBAG (Philip Chu), Mauricio Diaz from the City of Ontario, Jose Loera from the City of Chino Hills, Alex Qishta from City of Upland, Jacob Babico from the County of San Bernardino, Jon Gillespie from the City of Rancho Cucamonga, and Daniel Porras from the City of Colton. No Caltrans representatives were included on the selection team because of scheduling conflicts.

\*

*Approved*  
*Board of Directors*

*Date:* May 20, 2009

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

Based on review of the proposals, two firms were shortlisted for interviews: Albert Grover & Associates and Advantec Consulting Engineers. The selection committee judged the firm of Advantec Consulting Engineers to be the most qualified, and recommended the firm for selection. Satisfactory costs have been negotiated with the consultant and a Caltrans pre-award audit had been completed based on draft contract and cost proposal.

***Financial Impact:*** The total cost for Contract No. 09-179 is \$2,587,878. The amount is consistent with the FY 09/10 budget. Funding source is Congestion Mitigation and Air Quality (CMAQ) funds under TN 701000

***Reviewed By:*** This item is scheduled for review by the Board of Directors at the May 20, 2009, Special Board of Directors meeting. The agreement was reviewed as to form by SANBAG Counsel.

***Responsible Staff:*** Philip Chu, Transportation Programming Analyst  
Ty Schuiling, Director of Planning and Programming

**SANBAG Contract No. C09179**

by and between

San Bernardino County Transportation Authority

and

**Advantec Consulting Engineers, Inc.**

for

Design and Implementation for Coordinated Traffic Signal System Program – Tier 3 & 4

**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes:

Original Contract:	\$ <u>2,587,878</u>	Previous Amendments Total:	\$ _____
Contingency Amount:	\$ _____	Previous Amendments Contingency Total:	\$ _____
		Current Amendment:	\$ _____
		Current Amendment Contingency:	\$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

**CONTRACT TOTAL →**

\$ 2,587,878

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
701000	_____	CMAQ	09077	\$ <u>2,587,878</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date:	<u>6/3/09</u>	Contract Start:	<u>7/1/09</u>	Contract End:	<u>7/1/14</u>
New Amend. Approval (Board) Date:	_____	Amend. Start:	_____	Amend. End:	_____

**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**

Approved Budget Authority →	Fiscal Year:	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ 2,587,878
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Is this consistent with the adopted budget? ☒ Yes ☐ No

If yes, which Task includes budget authority?

If no, has the budget amendment been submitted? ☐ Yes ☐ No

**CONTRACT MANAGEMENT**

**Please mark an "X" next to all that apply:**

☐ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☐ No ☒ Yes \_\_\_\_\_ %

Task Manager: **Ty Schuiling**

Contract Manager: **Philip Chu**

Task Manager Signature

Date

Chief Financial Officer Signature

Date

Contract Manager Signature

Date

**CONTRACT NO.: 09-179**

**EFFECTIVE DATE: June 3rd, 2009**

**By and between**

**San Bernardino Associated Governments**

**and**

**Advantec Consulting Engineers, Inc.**

**for**

**Design and Implementation**

**for**

**Coordinated Traffic Signal System Program – Tier 3 & 4**

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**CONTRACT**  
**FOR**  
**ENGINEERING SERVICES**

This Contract, entered into this \_\_\_\_ day of \_\_\_\_\_, by the firm of Advantec Consulting Engineers, Inc. (hereinafter called CONSULTANT) whose address is:

21700 Copley Drive Suite 350  
Diamond Bar, CA 91765

and San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereinafter called SANBAG) whose address is:

1170 W. 3rd Street 2nd Floor  
San Bernardino, CA 92410

Whereas, SANBAG desires CONSULTANT to perform certain technical services as hereinafter described and CONSULTANT desires to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

**Article 1          Description of Services**

CONSULTANT agrees to perform Services set forth in Attachment "A", in accordance with professional engineering standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined therein. The word "Services," as used herein, includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Services performed hereunder shall be completed to the satisfaction of SANBAG, with their satisfaction being based on prevailing engineering standards.

**Article 2          Performance Schedule and Force Majeure**

- 2.1      The Period of Performance by CONSULTANT under this Contract shall commence on June 8th and shall continue in effect for sixty (60) months or until otherwise terminated or canceled as hereinafter directed, or unless extended by direction of SANBAG.
- 2.2      CONSULTANT shall not be considered in default in the performance of its duties and obligations with respect to schedule performance to the extent that the performance of any obligation is prevented or delayed by Force Majeure. In any event, CONSULTANT shall use its best efforts to minimize any schedule extension or additional cost to SANBAG resulting from such delay. Force Majeure includes, but is not limited to, acts of God or of the public enemy, acts or failures to act of other agencies, in

either their sovereign or contractual capacity, voter initiatives, legal actions, changes in law, fires, floods, labor disputes, freight embargoes, unusually severe weather and interference caused by, or failure to act of, SANBAG, SANBAG'S consultants (other than CONSULTANT), or other third parties. In every case, the failure to perform must be completely beyond the control and without the fault or negligence of CONSULTANT.

### Article 3 Contract Price and Cost Principles

- 3.1 Full compensation to CONSULTANT for full and complete performance of Services, compliance with all the terms and conditions of this contract, payment by CONSULTANT of all obligations incurred in, or application to, CONSULTANT'S performance of Services, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SANBAG), the total compensation to CONSULTANT shall not exceed the amounts set forth in 3.2 below.
- 3.2 The basis of payment for the services provided under this Contract shall be based on specific hourly billing rates of compensation for each of CONSULTANT's employees and subcontractors.
  - 3.2.1 Monthly invoices shall itemize the number of hours spent by each employee performing Project-related services multiplied by each employees' all inclusive hourly billing rate, and shall be submitted in accordance with Article 6, Invoicing and Payments.
  - 3.2.2 The Not-to-Exceed total of \$2,587,878 includes salary, benefits, overhead, profit, and all other expenses incurred by the CONSULTANT, as set forth in Attachment "C".
- 3.3 The Cost principles set forth in Part 31 of the Federal Acquisition Regulation (FAR) as constituted on the effective date of this contract shall be utilized to determine allowableness of costs under this Contract and may be modified from time to time by amendment of the Contract.
  - 3.3.1 The CONSULTANT agrees to comply with Federal procedures in accordance with 49 CFR, part 19, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
  - 3.3.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments are subject to repayment by CONSULTANT to SANBAG.
  - 3.3.3 Any subcontract, entered into as a result of this contract shall contain all of the provisions of this article.

- 3.4 Any Services provided by CONSULTANT not specifically covered by the Scope of Services (Attachment A) shall not be compensated without prior written authorization from SANBAG. It shall be the CONSULTANT's responsibility to recognize and notify SANBAG when services not covered by the Scope of Services have been requested or are required. All changes and/or modifications to the Scope of Services shall be made in accordance with Article 12, Changes.

Article 4 Availability of Funds

This Contract is awarded on the contingency of availability of funds. The obligation of SANBAG is conditioned upon the availability of funds, which are allocated and available for the payment of such an obligation. If funds are not allocated and available for the continuance of Services performed by CONSULTANT, Services directly or indirectly involved may be suspended or terminated by SANBAG at the end of the period for which funds are available. When SANBAG becomes aware that any portion of Services which will or may be affected by a shortage of funds, it will immediately so notify CONSULTANT. Nothing herein shall relieve SANBAG from its obligation to compensate CONSULTANT for Services performed pursuant to this Contract. No penalty shall accrue to SANBAG in the event this provision is exercised.

Article 5 Taxes, Duties, Fees

Except to the extent expressly provided otherwise elsewhere in this Contract, CONSULTANT shall pay when due, and the compensations set forth in "Article 3" shall be inclusive of all a) local, municipal, state, and federal sales and use taxes, b) excise taxes, c) taxes on personal property owned by CONSULTANT, and d) all other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

Article 6 Invoicing and Payments (Final Payment)

- 6.1 Except to the extent expressly stated otherwise elsewhere in this Contract, the compensation of CONSULTANT as provided herein shall be payable in monthly payments, forty-five (45) calendar days after receipt by SANBAG of an invoice prepared in accordance with instructions below.
- 6.2 CONSULTANT shall prepare all invoices in a form satisfactory to and approved by SANBAG and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a calendar month period. Any invoice submitted, which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT'S sole expense.
- 6.3 CONSULTANT shall furnish evidence, satisfactory to SANBAG, that all labor and materials furnished and equipment used during all periods prior to the period covered by any invoice have been paid in full. SANBAG may withhold payment of invoices until CONSULTANT furnishes such

evidence.

- 6.4 CONSULTANT shall submit separate invoices (marked with SANBAG'S contract and job numbers) to SANBAG each month within seven (7) calendar days after the cutoff date, as follows:

6.4.1 Progress invoices, for payments for Services (including additional Services authorized by SANBAG and added by a formal amendment to this Contract) completed by CONSULTANT during each progress billing period. The cutoff date for CONSULTANT'S progress invoice shall be consistent from month to month. Each progress payment shall indicate the percentage of work completed by CONSULTANT since the previous billing, if any, and the compensation to be paid by SANBAG for this work. The statement shall also describe the total Services provided from the commencement date through the date of the statement.

- 6.5 SANBAG shall not be obligated to make final payment to CONSULTANT until CONSULTANT has delivered to SANBAG a statement and release satisfactory to SANBAG that CONSULTANT has fully performed Services pursuant to this Contract, and that all claims of CONSULTANT and its subcontractors for Services will be satisfied upon the making of such final payment; provided, however, that if CONSULTANT has made a claim for additional compensation which has not then been resolved under the dispute procedure set forth in Article 30.0, then SANBAG shall make such final payment, less disputed amounts, even though such dispute has not been resolved. Upon resolution of such dispute, any additional amount due CONSULTANT shall be paid by SANBAG.

## Article 7 Documentation and Right of Audit

- 7.1 CONSULTANT shall keep and maintain all books, papers, records, accounting records including but not limited to all direct and indirect costs allocated to Services, files, accounts, reports, cost proposals with backup data, and all other material relating to Services. CONSULTANT shall, upon request, make all such materials available to SANBAG or its designee at any reasonable time during the term of the contract and for three (3) years from the date of final payment to CONSULTANT, for auditing, inspection, and copying. CONSULTANT shall insert in each of its subcontracts the above requirement.
- 7.2 The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

## Article 8 Responsibility of the Engineer

- 8.1 CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, estimates of quantities, specifications, and other services furnished by the CONSULTANT under terms of this Contract.
- 8.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, the CONSULTANT shall, as an integral part of its services, employ quality control procedures that identify potential risks and uncertainties related to construction of the project and the services performed by CONSULTANT within the areas of CONSULTANT services and expertise. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impact on adjacent properties, public safety, and environmental considerations. At any time during performance of the contracted Scope of Services, should the CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk and uncertainties, CONSULTANT shall immediately document such matters and notify SANBAG of said circumstances and related concerns. CONSULTANT shall also similarly notify SANBAG in regard to the possibility of any natural catastrophe, potential failure, or any situation that exceeds design assumptions and could precipitate a failure. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SANBAG to understand and evaluate the magnitude and effect of the risk and uncertainties involved.

Article 9 Reporting Requirements/Deliverables

All Reports and deliverables shall be submitted in accordance with Attachment "A".

Article 10 Permits and Licenses

CONSULTANT shall (without additional compensation) keep current all governmental permits, certificates, and licenses (including professional licenses) necessary for CONSULTANT to perform Services.

Article 11 Technical Direction

11.1 Performance of Services under this Contract shall be subject to the technical direction of the "SANBAG Contract Manager", herein defined as SANBAG's Director of Planning and Programming, or his designee. The term "Technical Direction" is defined to include, without limitation:

11.1.1 Directions to the CONSULTANT which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Services.

11.1.2 Provision of written information to the CONSULTANT which assists in the interpretation of drawings, specifications, or technical portions of Service description.

- 11.1.3 Review, and where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the CONSULTANT to SANBAG or Caltrans under the contract.
- 11.2 Technical direction must be within the Scope of Services in the contract. The SANBAG Contract Manager or designee does not have the authority to, and may not, issue any technical direction which:
  - 11.2.1 Constitutes an assignment of additional Services outside the Scope of Services;
  - 11.2.2 Constitutes a change as defined in the contract clause entitled "Changes";
  - 11.2.3 In any manner causes an increase or decrease in the Contract's estimated cost or price or the time required for contract performance;
  - 11.2.4 Changes any of the expressed terms, conditions, or specifications of the contract; or
  - 11.2.5 Interferes with the CONSULTANT'S right to perform the terms and conditions of the contract.
  - 11.2.6 A failure of the CONSULTANT and SANBAG Contract Manager to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes".
- 11.3 All technical directions shall be issued in writing by the SANBAG Contract Manager or his designee.
- 11.4 The CONSULTANT shall proceed promptly with the performance of technical directions duly issued by the SANBAG Contract Manager or his designee, in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the CONSULTANT, any instruction or direction by the SANBAG Contract Manager or his designee, falls within one of the categories defined in 11.2.1 through 11.2.5 above, the CONSULTANT shall not proceed but shall notify the Contract Manager in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contract Manager to modify the contract accordingly. Upon receiving the notification from the CONSULTANT, the Contract Manager shall:
  - 11.4.1 Advise the CONSULTANT in writing within thirty (30) days after receipt of the CONSULTANT'S letter that the technical direction is or is not within the scope of the contract "Changes" clause of the contract;

- 11.4.2 Advise the CONSULTANT within a reasonable time that SANBAG will or will not issue a written change order.

## Article 12 Changes

- 12.1 The Services shall be subject to changes by additions, deletions, or revisions thereto by SANBAG. CONSULTANT will be advised of any such changes by written notification from SANBAG describing the change.
- 12.2 Promptly after such written notification of change is given to CONSULTANT by SANBAG, CONSULTANT and SANBAG will attempt to negotiate a mutually agreeable change in compensation or time of performance and amend the Contract accordingly. If CONSULTANT and SANBAG are unable to agree on the compensation change, the CONSULTANT may make a claim per Article 21, CLAIMS. CONSULTANT shall have no obligation to perform the changes, and shall not be entitled to compensation for Services performed on such changes, prior to the execution of the change order relating to the changes required by SANBAG.
- 12.3 CONSULTANT shall not suspend performance of this Contract during the negotiation of any change order, except as may be directed by SANBAG. CONSULTANT shall perform all changes in accordance with all the terms of this contract.

## Article 13 DBE Participation Requirements

### 13.1 DBE Participation Requirements and Regulations General

#### 13.1.1 **The DBE participation for this contract is 4 percent.**

13.1.2 CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26, of the Code of Federal Regulations, entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," in the award and administration of DOT-assisted contracts. The regulations in their entirety are incorporated herein by reference. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or such other remedy as SANBAG deems appropriate.

13.1.3 CONSULTANT shall include the following in each subcontract the CONSULTANT signs with a subcontractor:

13.1.3.1 A subcontractor shall not discriminate on the basis

of race, color, national origin, or sex in the performance of this contract.

13.1.3.2 The subcontractor shall carry out applicable requirements of 49 CFR, Part 26, in the award and administration of this Contract.

13.1.3.3 CONSULTANT shall include in their subcontracts, language providing the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes.

### 13.2 Performance of DBE Contractors, Subcontractors, and Suppliers

13.2.1 DBE prime contractors must perform at least 30 percent of the total cost of this contract with their own work force.

13.2.2 DBE subcontractor shall perform the work and supply the materials for which they have been listed in the CONSULTANT's response to the contract award requirements in Attachment "B", Local Agency - Bidder DBE – Information, unless CONSULTANT has received prior written authorization to perform the work with other forces or to obtain the materials from other sources as set forth in 13.7 of this Article.

### 13.3 Prompt Payment to DBE and NonDBE Contractors

13.3.1 CONSULTANT shall not be entitled to any payment for the work or material, unless it is performed or supplied by the listed subcontractors (DBE or nonDBE), or by CONSULTANT's own forces, pursuant to prior written authorization of the Contract Manager. This is the case even if other contract work is not completed and has not been accepted in conformance with the terms of the contract by the State.

13.3.2 CONSULTANT shall pay all DBE subcontractors and nonDBE subcontractors for satisfactory performance of their contracts within ten (10) days from receipt of each payment from SANBAG made to CONSULTANT.

### 13.4 Prompt Payment Progress Pay Retention to DBE and NonDBE Subcontractors

13.4.1 CONSULTANT shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if other contract work is not completed and has not been accepted in conformance with the terms of the contract. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subcontractor in the event of a dispute involving late payment

or nonpayment to CONSULTANT or deficient subcontract performance or noncompliance by a subcontractor.

**13.5 DBE and NonDBE Subcontractor Payment Records**

13.5.1 CONSULTANT in addition to maintaining records showing the name and business address of each first tier subcontractor, shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and if applicable, DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all DBE firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of work.

13.5.2 Upon completion of the contract, a summary of these records shall be prepared on "Final Report Utilization of Disadvantaged Businesses", to be furnished by SANBAG, and certified correct by CONSULTANT or CONSULTANT's authorized representative, and shall be furnished to the SANBAG Contract Manager. The form shall be furnished to the SANBAG Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in the invoice being in dispute until the report is received.

**13.6 Penalty Assesses for Failure to Provide Subcontractor Payment Records**

13.6.1 \$10,000 will be withheld from payment if "Final Report Utilization of Disadvantaged Businesses", to be furnished by SANBAG, is not submitted. The amount will be paid to CONSULTANT when the form is submitted.

**13.7 DBE Substitutions or Additions**

13.7.1 CONSULTANT may not substitute, or terminate for convenience a subcontractor or supplier, listed in the original bid/proposal without the prior written approval of the SANBAG Contract Manager. However, CONSULTANT may add a firm to perform work originally planned to be done by CONSULTANT's own forces.

13.7.2 CONSULTANT must make an adequate good faith effort to find another certified DBE subcontractor to substitute for the original DBE. CONSULTANT will be required to make good faith efforts to replace the original DBE subcontractor with another DBE subcontractor to the extent needed to meet the contract goal.

13.7.3 The requirement that DBEs must be certified by the bid opening date does not apply to DBE substitutions or additions after award of the contract. DBEs must be certified at the time

of the substitution or addition.

13.7.4 Contractors shall submit requests for substitution in writing to the SANBAG Contract Manager. Authorization to use other subcontractors or suppliers may be requested for the following reasons:

13.7.4.1 The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions for this contract or on the terms of such subcontractor's or supplier's written bid, is presented by CONSULTANT.

13.7.4.2 The listed DBE becomes bankrupt or insolvent.

13.7.4.3 The listed DBE fails or refuses to perform the subcontract or furnish the listed materials.

13.7.4.4 CONSULTANT stipulated that a bond was a condition of executing a subcontract and the listed DBE subcontractor failed or refuses to meet the bond requirements of the contract.

13.7.4.5 The listed DBE was the result of an inadvertent clerical error. CONSULTANT must have asserted a claim of inadvertent clerical error in listing the subcontractor within two working days after the bid opening and copies of that notice to both the subcontractor he or she claims to have listed in error and intended subcontractor who had bid to CONSULTANT prior to bid/proposal opening.

13.7.4.6 The listed DBE was not licensed as required by the State of California Contractor's Licensing Board or failed to have the required permits or licenses as required by Federal, State or Local governmental jurisdictions.

13.7.4.7 The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial conformance with the scope of work to be performed, or the subcontractor is substantially delaying or disrupting the progress of the work.

13.7.4.8 When the listed DBE is ineligible to work on a public works project pursuant to Section 1777.1 or 17777.7 of the Labor Code.

13.7.4.9 When it is in the best interest of SANBAG.

- 13.7.5 Prior to approval of CONSULTANT's request for substitution to the SANBAG Contract Manager, CONSULTANT shall give notice in writing to the listed DBE subcontractor of CONSULTANT's request to substitute and the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified, shall have five working days within which to submit written objections to the substitution to the Contract Manager. Failure to respond to a written objection shall constitute the listed subcontractor's consent to the substitution.

#### 13.8 Termination of a DBE

- 13.8.1 In conformance with Federal DBE regulation Sections 26.53(f)(1) and 26.53(f)(2), Part 26, 49 CFR, CONSULTANT shall not:

13.8.1.1 Terminate for convenience a listed DBE subcontractor and then perform that work with its own forces (personnel), or those of an affiliate, unless CONSULTANT has received prior written authorization from the SANBAG Contract Manager to perform the work with other forces or to obtain materials from other sources.

13.8.1.2 If a DBE subcontractor is terminated or fails to complete its work for any reason, CONSULTANT will be required to make good faith efforts to replace the original DBE subcontractor with another DBE subcontractor to the extent needed to meet the contract goal.

#### 13.9 DBE Certification Status

- 13.9.1 If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify CONSULTANT in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify CONSULTANT in writing with the date of certification.

- 13.9.2 Upon completion of the contract, CONSULTANT shall complete "Final Report Utilization of Disadvantaged Businesses", to be furnished by SANBAG, indicating the DBEs certification status and shall be signed and certified correct by CONSULTANT. The certified form shall be furnished to the Contract Manager within 30 days from the date of completion of the contract.

#### 13.10 DBE Eligibility Toward Goal

- 13.10.1 The dollar value of work performed by a DBE is credited/counted toward the goal only after the DBE has been paid.
- 13.10.2 Credit for DBE Prime Contractors:
  - 13.10.2.1 The prime contractor who, is a certified DBE, is eligible to claim the prime contractor's work toward the goal.
- 13.10.3 Credit for Material or Supplies purchased from DBEs:
  - 13.10.3.1 If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will count toward the DBE goal.
  - 13.10.3.2 If the materials or supplies purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will count toward the DBE goal.
  - 13.10.3.3 Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph.
  - 13.10.3.4 Credit for materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

## Article 14 Federal and State Mandatory Provisions

### 14.1 Equal Employment Opportunity/Nondiscrimination

- 14.1.1 In connection with the execution of this contract, the CONSULTANT shall not discriminate directly or indirectly against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The CONSULTANT shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion,

or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selections of training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the Equal Opportunity clause.

- 14.1.2 The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applications shall receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
- 14.1.3 The CONSULTANT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers representative of the CONSULTANT's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 14.1.4 The CONSULTANT shall comply with all provisions of Executive Order No 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), and shall permit access to its books, records, and accounts by SANBAG and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 14.1.5 In the event of the CONSULTANT'S noncompliance with the Equal Opportunity clause of this contract or any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).
- 14.1.6 The CONSULTANT shall include the provisions of paragraphs(14.2.1) through (14.2.6) of this Section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 112346 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), so that such provisions will be binding upon each subcontract or vendor. The CONSULTANT shall take such action with respect to any subcontract or purchase order as SANBAG may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the

event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by SANBAG, the CONSULTANT may request SANBAG to enter into such litigation to protect the interests of SANBAG.

#### 14.2 Handicapped Workers

- 14.2.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

#### Article 15 Conflict of Interest

- 15.1 The CONSULTANT agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONSULTANT further agrees that in the performance of this Agreement, no person having any such interest shall be employed.
- 15.2 No portion of the funds received by the CONSULTANT under this Agreement shall be used for political activity or to further the election or defeat of any candidate for public office.

#### Article 16 Key Personnel

- 16.1 The personnel specified in 16.2 below are considered to be essential to Services being performed hereunder. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours of Services which are the responsibility of key personnel to other personnel, the CONSULTANT shall notify SANBAG reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project. Diversion or reallocation of key personnel shall be subject to written approval by the SANBAG Contract Manager. SANBAG also reserves the right to approve proposed substitutions for key personnel.

#### 16.2 Key Personnel are:

Leo Lee

Bernard Li

Tracy Moriya

Article 17      Representations

CONSULTANT agrees with SANBAG that services supplied by CONSULTANT in performance of this Contract shall be supplied by personnel who are careful, skilled, experienced, and competent in their respective trades or professions. CONSULTANT agrees that he is supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SANBAG that the same shall conform with professional and engineering principles and standards which are generally accepted in the State of California.

Article 18      Proprietary Rights/Confidentiality

- 18.1    If, as a part of the Contract, CONSULTANT is required to produce materials and information, then CONSULTANT, if requested by SANBAG, shall deliver to SANBAG the original of all such materials and information which shall become the property of SANBAG.
- 18.2    All materials, documents, data or information obtained from SANBAG's data files or any SANBAG medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SANBAG. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SANBAG.
- 18.3    Except as reasonably necessary for the performance of Services, CONSULTANT and its employees and agents shall hold in confidence the materials and information referred to in this Article 18, PROPRIETARY RIGHTS/CONFIDENTIALITY, which are produced by CONSULTANT for SANBAG in the performance and completion of CONSULTANT'S Services under the Contract, until released in writing by SANBAG, except to the extent such materials and information become a part of public domain information through no fault of CONSULTANT, or its employees or agents.
- 18.4    CONSULTANT shall not use SANBAG'S name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SANBAG.
- 18.5    All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SANBAG unless otherwise agreed to by CONSULTANT and SANBAG.
- 18.6    CONSULTANT agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of SANBAG, any information obtained by CONSULTANT from or through SANBAG in connection with CONSULTANT's performance of this Contract, unless (a) the information was known to CONSULTANT prior to obtaining same from SANBAG pursuant to a prior contract; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes part of the public

domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subcontractors, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SANBAG and who had, to CONSULTANT'S knowledge and belief, the right to disclose the same.

## Article 19 Terminations

- 19.1 Termination for Convenience. SANBAG shall have the right at any time, with or without cause, to terminate further performance of Services by written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall discontinue performance of Services and shall preserve Work in progress and completed Work, pending SANBAG'S instruction, and shall turn over such Work in accordance with SANBAG's instructions.
- 19.1.1 CONSULTANT shall deliver to SANBAG, in accordance with SANBAG'S instructions, all Products prepared by CONSULTANT or its subcontracts or furnished to CONSULTANT by SANBAG. Upon such delivery, CONSULTANT may then invoice SANBAG for payment in accordance with the terms hereof.
- 19.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SANBAG as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination.
- 19.1.3 CONSULTANT shall be entitled to receive the actual cost incurred by CONSULTANT to return CONSULTANT's field tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress and Products in accordance with SANBAG's instructions plus the actual cost necessarily incurred in effecting the termination.
- 19.2 Termination for Cause. In the event CONSULTANT shall file a petition in bankruptcy, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its solvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, SANBAG may, without prejudice to any other rights or remedies SANBAG may have, (a) hold in abeyance further payments to CONSULTANT; (b) stop any services of CONSULTANT or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event

of such termination by SANBAG, SANBAG may take possession of the Products and finish Services by whatever method SANBAG may deem expedient. A waiver by SANBAG of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, nor be deemed to waive, amend, or modify any term of this Contract.

19.2.1 In the event of termination CONSULTANT shall deliver to SANBAG all finished and unfinished Products prepared by CONSULTANT or its subcontractors or furnished to CONSULTANT by SANBAG.

19.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SANBAG, satisfactory in form and content to SANBAG and verified by SANBAG. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such termination.

#### Article 20 Stop Work Orders

Upon failure of CONSULTANT or its subcontractors to comply with any of the requirements of this Contract, SANBAG shall have the authority to stop any Services of CONSULTANT or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 19. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for increased costs or damages by CONSULTANT.

#### Article 21 Claims

CONSULTANT shall give SANBAG written notice within seven (7) days after the happening of any event which CONSULTANT believes may give rise to a claim by CONSULTANT for an increase in the Contract Price or in the scheduled time for performance. Within fourteen (14) days after the happening of such events, CONSULTANT shall supply SANBAG with a statement supporting CONSULTANT'S claim, which statement shall include CONSULTANT'S detailed estimate of the change in Contract Price and scheduled time occasioned thereby. SANBAG shall not be liable for, and CONSULTANT hereby waives, any claim or potential claim of CONSULTANT of which CONSULTANT knew or should have known and which was not reported by CONSULTANT in accordance with the provisions of this Article. CONSULTANT agrees to continue performance of Services during the time any claim of CONSULTANT hereunder is pending. SANBAG shall not be bound to any adjustments in the Contract Price or scheduled time for CONSULTANT's claim unless expressly agreed to by SANBAG in writing and any such adjustments in the Contract Price so agreed to in writing shall be paid to CONSULTANT by SANBAG. No claim hereunder by CONSULTANT shall be allowed if asserted after final payments under this Contract.

#### Article 22 Insurance

In order to accomplish the indemnification herein provided for, but without limiting the indemnification, CONSULTANT shall secure and maintain throughout the term of the contract, unless specified otherwise, the following types of insurance with limits as shown:

- 22.1 Professional Liability Insurance coverage in an amount not less than \$1,000,000, per claim and in the aggregate. CONSULTANT shall secure and maintain this Insurance throughout the term of this contract and for a minimum of three (3) years after completion and acceptance of Services by SANBAG.
- 22.2 Workers' Compensation Insurance or state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$250,000 limits, covering all persons providing services on behalf of CONSULTANT.
- 22.3 Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$3,000,000 aggregate written on an occurrence form.
- 22.4 Comprehensive Automobile Liability Coverage, including owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and in the aggregate written on an occurrence form.
- 22.5 Proof of Coverage. CONSULTANT shall immediately furnish certificates of insurance to SANBAG evidencing the insurance coverage required above, prior to the commencement of performance of services hereunder, and such certificates shall include San Bernardino Associated Governments/San Bernardino County Transportation Authority and Fluor Daniel, Inc. (project administration consultant) as additional insured on Comprehensive General Liability Insurance or Commercial General Liability Insurance and auto insurance. The certificates shall provide that such insurance shall not be terminated without thirty (30) days written notice to SANBAG, and CONSULTANT shall maintain such insurance from the time CONSULTANT commences performance of services hereunder until the completion of such services.

## Article 23 Indemnity

CONSULTANT agrees to indemnify, hold harmless, and defend, with counsel approved by SANBAG, SANBAG and their officers, employees (past and present), agents, and representatives, from and against:

- 23.1 Any claim, cause of action, liability, loss, cost or expense arising from infringement or improper appropriation or use by SANBAG of trade secrets, proprietary information, know-how, copyright rights or inventions, arising out of the use of methods, processes, designs, information, or

other items furnished or communicated to SANBAG by CONSULTANT in connection with performance of Services; and

- 23.2 Any claim, cause of action, liability, loss, cost or expense, on account of injury to or death of persons or damage to or loss of property which arises out of or is alleged to arise out of the negligent errors and omissions of CONSULTANT or its subcontractors, employees, or agents, in the performance of Services, and includes any and all expenses, including attorneys' fees, incurred by SANBAG for legal action to enforce CONSULTANT'S indemnification obligations hereunder. Except for claims other than for bodily injury or property damage, indemnification responsibility is limited to CONSULTANT's proportionate share of the negligence.

**Article 24      Ownership of Drawings and Data**

All drawings, specifications, reports, and other data developed by CONSULTANT under this agreement shall become the property of SANBAG when prepared, whether delivered to SANBAG or not. Any reuse of drawings and data by SANBAG other than for the specific intended purpose of this agreement will be at SANBAG's sole risk.

**Article 25      Subcontracts**

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Services under this Contract, excepting subcontractors listed in the CONSULTANT'S proposal, without first notifying SANBAG of the intended subcontracting and obtaining SANBAG'S approval in writing of the subcontracting and the subcontractor. The definition of subcontractor and the requirements for subcontractors hereunder shall include all lower-tier subcontracts.
- 25.2 CONSULTANT agrees that any and all subcontractors of CONSULTANT will comply with the terms of this Contract applicable to the portion of Services performed by them. If requested by SANBAG, CONSULTANT shall furnish SANBAG a copy of the proposed subcontract for SANBAG'S approval of the terms and conditions thereof and shall not execute such subcontract until SANBAG has approved such terms and conditions. SANBAG approval shall not be unreasonably withheld.
- 25.3 Approval by SANBAG of any services to be subcontracted and the subcontractor to perform said services will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said services.

**Article 26      Inspection and Access**

SANBAG shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SANBAG, shall not be deemed to be a waiver of any of their rights to require

CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory services or products.

Article 27 Independent Contractor

CONSULTANT is and shall be at all times an independent CONTRACTOR. Accordingly, all Services provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction, and control of CONSULTANT. SANBAG shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Services or as to the manner, means, and methods by which Services are performed. All workers furnished by CONSULTANT pursuant to this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subcontractor(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SANBAG.

Article 28 Precedence

28.1 The Contract documents consist of these General Terms and Conditions, Attachment "A" - Scope of Services, CONSULTANT's Statement of Qualifications, CONSULTANT's Cost Proposal, and SANBAG's Request for Qualifications are incorporated herein by reference.

28.2 The following order of precedence shall apply:

- 28.2.1 This Contract, its General Terms and Conditions, and its attached Scope of Services
- 28.2.2 CONSULTANT's Statement of Qualifications
- 28.2.3 CONSULTANT's Cost Proposal
- 28.2.4 SANBAG's Request for Qualifications

28.3 In the event of an express conflict between the documents listed in Article 28.2, or between any other documents which are a part of the Contract, CONSULTANT shall notify SANBAG immediately and shall comply with SANBAG's resolution of the conflict.

Article 29 Communications and Notices

29.1 Any and all notices permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article 29. A change in address may be made by notifying the other party in writing.

For CONSULTANT:

ADVANTEC Consulting Engineers, Inc.

21700 Copley Drive Suite 350 Diamond Bar, CA 91765

For SANBAG:

1170 W. 3rd Street 2nd Floor  
San Bernardino, CA 92410

- 29.2 All communications pursuant to or in connection with this Contract shall be marked with SANBAG's contract and job numbers.

#### Article 30 Disputes

- 30.1 In the event any dispute arises between the parties hereto under or in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, services to be performed, Scope of Services and/or time of performance), the dispute shall be decided by the Contract Manager of SANBAG or his duly authorized representative within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of SANBAG. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such appeal shall be decided by a court of competent jurisdiction.
- 30.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

#### Article 31 Gratuities

CONSULTANT, its employees, agents, or representatives shall not offer or give to an officer, official, or employee of SANBAG, gifts, entertainment, payments, loans, or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

#### Article 32 Review and Acceptance

- 32.1 All Services performed by CONSULTANT shall be subject to periodic review and approval by the representatives of SANBAG at any and all places where such performance may be carried on. Failure of SANBAG to make such review, or to discover defective Work, shall not prejudice the rights of SANBAG at the time of final acceptance. All Services performed by CONSULTANT shall be subject to periodic and final review and acceptance by SANBAG upon completion of all Services.
- 32.2 When Services have been completed and the products have been delivered to SANBAG, CONSULTANT shall so advise SANBAG in writing. SANBAG acceptance shall be based on those provisions set forth in the Scope of Services, Attachment "A" within thirty (30) working days of receipt of such notice, SANBAG shall give CONSULTANT written notice of final acceptance or any Services and Work which have yet to be

completed or which are unsatisfactory.

- 32.3 In the event SANBAG does not accept Services or Products as submitted then upon their subsequent completion, CONSULTANT shall again so notify SANBAG, and within the above specified time period SANBAG shall give CONSULTANT written notice of final acceptance or notice that the specified unfinished Services or Products have not yet been completed or are still not satisfactory. In the latter instance, the foregoing procedures with respect to such specified unfinished Services or Products will be repeated. Final acceptance shall not constitute a waiver or abandonment of any rights or remedies available to SANBAG under this Contract or by law.

Article 33 Safety

CONSULTANT shall comply strictly with all local, municipal, state, and federal safety and health laws, orders and regulations, in effect at the time of Services, applicable to CONSULTANT'S operations in the performance of Services hereunder.

Article 34 Assignment

CONSULTANT shall not assign this Contract wholly or in Part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SANBAG. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the parties hereto.

Article 35 Amendments

This Contract may only be changed by an amendment duly executed by CONSULTANT and SANBAG except, that changes to the Contract to implement administrative changes such as approved changes in key personnel may be made by administrative amendment signed by CONSULTANT and SANBAG's Contracts Manager or other duly authorized representative.

Article 36 Governing Law

This Contract shall be subject to the law and jurisdiction of the State of California. The venue for any actions arising out of this agreement will be the Superior or Municipal Court, as appropriate for the County of San Bernardino.

Article 37 Suspension of Services

- 37.1 SANBAG may at any time, and from time to time, by written Notice ("Suspension of Services Order") to CONSULTANT, suspend further performance of Services by CONSULTANT. Said Suspension of Services Order shall specify the date of suspension and the estimated duration of the suspension. Upon receiving any such Suspension of Services Order, CONSULTANT shall promptly suspend further performance of Services to the extent specified, and during the period of such suspension shall properly care for and protect all Services in

progress. Such suspensions shall not exceed more than one hundred twenty (120) consecutive calendar days each, nor aggregate more than one hundred eighty (180) calendar days; and, if they do, CONSULTANT may, if it so elects by notifying SANBAG in writing, consider that this Contract has been terminated for convenience of SANBAG. If the Contract has not been so terminated by CONSULTANT, then SANBAG may at any time withdraw the Suspension of Services Order as to all or part of the suspended Services by written notice to CONSULTANT specifying the effective date and scope of withdrawal, and CONSULTANT shall resume diligent performance of Services for which the suspension is withdrawn on the specified effective date of withdrawal.

- 37.2 If CONSULTANT believes that any such suspension or withdrawal of suspension justifies modification of the contract compensation, CONSULTANT may request additional compensation and CONSULTANT and SANBAG will attempt to negotiate a mutually acceptable change in compensation and amend the Contract accordingly. If CONSULTANT and SANBAG are unable to agree on a change in compensation, CONSULTANT may request adjustments to either the Contract Price or the scheduled time for performance in accordance with Article 21, CLAIMS herein. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such suspension.

#### Article 38 Contingent Fee

The CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SANBAG has the right to annul this Contract without liability, pay only for the value of Services actually performed, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### Article 39 Entire Document

- 39.1 This Contract and its attachments constitute the sole and only agreement governing Services and supersedes any prior understandings, written or oral, between the parties respecting the within subject matter. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been incorporated into this Contract.
- 39.2 No agent, employee or representative of SANBAG has any authority to bind SANBAG to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.

Article 40 Attorneys' Fees and Jury Trial Waiver

- 40.1 If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Article 23, Indemnity.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

By: \_\_\_\_\_

Leo K. Lee, P.E.  
President/CEO  
Advantec Consulting Engineers,  
Inc.

By: \_\_\_\_\_

President, SANBAG Board  
of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By:

SANBAG Counsel

**ATTACHMENT “A”**

**Scope of Services**

**By and between**

**San Bernardino Associated Governments/San Bernardino  
County Transportation Authority**

**and**

**Advantec Consulting Engineers, Inc.**

**for**

**Design and Implementation**

**for**

**Coordinated Traffic Signal System Program – Tier 3 & 4**

## **SCOPE OF SERVICES**

### **Coordinated Traffic Signal System Program – Tier 3 & 4 Design and Implementation**

#### **1. Project Management and Coordination**

##### **1.1 Project Management**

ADVANTEC will prepare a Project Management Plan (PMP) which documents the procedures, quality control, budget and schedule, as well as coordination with SANBAG and the stakeholders. ADVANTEC will also conduct monthly progress meetings and distribute agendas and minutes, provide monthly progress reports, updated project schedules, invoices, and assist SANBAG in preparing interim reports (conforming to Federal, State and SANBAG guidelines). Quality Control and Quality Assurance will be conducted of all deliverables and interim task outputs.

ADVANTEC will assist SANBAG to provide presentation graphics to help educate the general public about the benefits of this project.

##### **1.2 Project Coordination**

ADVANTEC will conduct individual meetings with the stakeholders both at the beginning of the Design Phase and TSS Phase to obtain input and key local needs. ADVANTEC will conduct up to 10 Project Development Team meetings to obtain input and build stakeholder consensus and up to 4 technical meetings with SANBAG staff to discuss technical approach towards addressing stakeholders' issues. The goal is to ensure that all the stakeholders are involved in, not just informed of, the key design and TSS project decisions.

##### **1.3 Project Presentations**

ADVANTEC will assist SANBAG's Project Manager to make presentations (up to 2 total) on project results and benefits to CTPTAC and SANBAG Board.

ADVANTEC will prepare presentation graphics to assist presentations to CTPTAC and SANBAG board to explain the project benefits.

#### **Deliverables:**

- Project Management Plan (PMP)
- Progress meetings agenda and minutes
- Monthly progress reports
- Updated project schedules
- Invoices
- PDT Meetings agenda and minutes
- Presentation graphics for SANBAG Board, CTPTAC

#### **2. Preliminary Engineering Design**

##### **2.1 Review of Corridors**

At the beginning of the Design Phase, ADVANTEC will obtain input from stakeholders to

refine the corridors and intersections. ADVANTEC will also coordinate with SANBAG project manager to ensure that the project budget is maintained.

## 2.2 Review of Existing Facilities

ADVANTEC will perform the following tasks:-

1. Review of existing signals, signal systems, and existing timing plans for all the intersections in Tier 3 and 4;
2. Identify opportunities and constraints presented by existing equipment and systems;
3. Recommend traffic signal equipment and systems upgrade to enhance project benefits, satisfying the local needs;

## 2.3 Review of Communications Technologies

ADVANTEC will perform the following tasks:-

1. Review wireless technologies suitable for this project while taking into consideration of the project budget;
2. Evaluate the pros and cons of recommending specific equipment vendor versus open procurement, and recommends most cost effective approach;
3. Review existing and planned interconnect infrastructure for each stakeholder agency;
4. Recommend suitable wireless technology for Tier 3 and 4 that is compatible with the existing traffic signal equipment and systems;
5. Recommend 'local exceptions' for hardwire interconnect that fits the stakeholders' needs while addressing SANBAG's objectives;

## 2.4 Preliminary Engineering Report

ADVANTEC will prepare a Preliminary Engineering System Design that summarizes the communications system design, equipment needs, equipment compatibility resolutions, and updated project cost estimates.

### Deliverables:

- Technical Memo on 'Updated Tier 3 and 4 Corridors'
- Technical Memo on 'Review of Existing Signals, Signal Systems, and Recommendations'
- Technical Memo on 'Review of Communications Technologies'
- Technical Memo on 'Local Exceptions towards Wireless Communications'
- Report on Preliminary Engineering Design

## 3. Environmental Review

### 3.1 Environmental Review Documentation

Conforming to federal environmental requirements, this task will focus on review of the current environmental documents, in compliance with guidance provided in the Environmental Handbook and Local Assistance Procedure Manual. Environmental issues that may require further study or that may delay or affect the viability of the proposed project will also be identified through this process including any revision of the combined CEQA/NEPA Categorical Exemption/Categorical Exclusion (CE/CatEx) is

required pursuant to any changes.

Should substantial changes occur in the project scope requiring additional environmental documentation and/or technical studies (above and beyond CE/CatEx requirements), an additional scope, fee, and schedule for the corresponding deliverables will be negotiated and provided.

**Deliverables:**

- An updated combined CEQA/NEPA Categorical Exemption/Categorical Exclusion (CE/CatEx) documents.

**DESIGN PHASE**

**4. Design of Communications Equipment**

**4.1 Field Radio Strength Survey**

The task of conducting radio surveys has been deleted from the Design Phase and they are moved to the Construction Phase. The design specifications will require that the contractor conduct a radio strength survey on-site prior to installation of antennae and repeater equipment.

**4.2 Communications Architecture**

There will be no comprehensive review of wireless communications technology. A qualitative review using a table format will be prepared to summarize the pros and cons of the feasible wireless communications technology for Tier 3 and 4. ADVANTEC will prepare a communications architecture that will address network topology and expected wireless paths that will be utilized for this project. The network topology and path analysis will be developed for up to 300 intersections. The network topology that will show how the different intersections are to be interconnected with back haul and distribution radio links. This topology will take into consideration the bandwidth requirements for the traffic signal and other potential devices (CCTV, signs, etc.). Concurrent with developing this network topology ADVANTEC will perform initial path analysis for the different wireless links. This initial path analysis will not include any in-field radio survey, but rather will be based on a review of intersection locations, mapping data, and recommended wireless links. Based on this analysis ADVANTEC will develop a list of links that require detailed field radio survey during construction stage.

**Deliverables:**

- Technical Memorandum on 'Network Topology and Architecture'

**4.3 PS&E**

ADVANTEC will prepare plans of each intersection showing the design of radio equipment, controller replacement, or any associated hardware design that ensures constructability. It is assumed that all intersections will use wireless radio communications, and that there will be no additional conduits or underground work required, except for short conduit runs within an intersection required for wireless communications design.

Only 50%, or 250 intersections total, would be designed. The remaining intersections may use existing hardwire interconnect, telephone drops, or existing communications system. At the beginning of this project, ADVANTEC will meet with each agency to obtain detail information about existing communications systems, and determine the number of intersections that would need to be designed.

Design plans will be 40-scale, with about 4 intersections per sheet, and will only show necessary design elements for construction. It will NOT show all the lane geometries, detectors, traffic signal equipment that is not affected by construction, conduits/pullboxes, signs or other information that is not pertinent to the construction. No underground utility coordination is required since it is expected that there will be no new conduits; all cabling will utilize existing conduits (except for short conduit runs within an intersection). Wireless communications will be adopted for all intersections. If hardwire interconnect is deemed necessary and cost-effective for any locations, additional scope and fee estimate will be provided.

It is assumed that there will be no change in power service point – existing service will be used. Two submittals are provided to SANBAG and the local agencies for review, at 65% and 95% level. One set of consolidated review comments will be provided to ADVANTEC by SANBAG after review by the jurisdictions. The Design Plans will include typical details showing specific wireless system components (radio, antenna, mounting, cabling) and typical mounting heights for three types of installations – remote intersections, intersections that act as a communications hub for groups of remote intersections, and intersections that act as communications hubs and are equipped with backhaul capabilities. In the Specifications, Special Provisions for all wireless components will be provided.

No further comments or changes are allowed for after 95% reviews are completed. ADVANTEC will prepare final Plans, Specifications and Engineer's Estimates for SANBAG to incorporate into its bidding documents.

During Construction, ADVANTEC will be available to assist SANBAG to answer any questions from the contractor to clarify any design issues, or to address any equipment compatibility issues arising out of the design.

**Deliverables:**

- 65% PS&E submittal
- 95% PS&E submittal
- Final PS&E submittal

## **TRAFFIC SIGNAL SYNCHRONIZATION (TSS) PHASE**

### **5. Data collection**

#### **5.1 Traffic Counts**

ADVANTEC will perform the following tasks:-

1. Obtain turning movement counts for AM, midday, and PM Peak periods (2 hours each period, assumed up to 150 intersections in cost proposal)

#### **5.2 Data Collection**

ADVANTEC will perform the following tasks:-

1. Obtain the following information from each of the stakeholders:-
  - Existing timing sheets
  - As-built drawings
  - Aerial photos and maps
  - Accident data and collision diagrams (if available)
  - All planned or programmed roadway improvements
  - Signal timing and priority parameters, including pedestrian and bicycle timing, leading and lagging left-turn phasing, and conditional service
  - Identification of critical intersections and heavy pedestrians
  - Intersections where weekend counts are warranted
2. Gather pertinent information in the field, such as:
  - Roadway geometry and lane configurations.
  - Existing signal phasing and timing at all signalized intersections
  - Distance between intersections
  - Speed limits
  - Major sources/sinks of traffic generators

Deliverables:

- Turning movement counts (weekday)
- Compilation of Data Collected in Field

### **6. Before Study**

ADVANTEC will perform the following tasks:-

1. ADVANTEC will define the corridors for conducting the Before Studies. It is assumed that up to 15 corridors will be run, assuming that some arterial corridors can be combined with adjacent ones for this purpose.
2. Conduct a 'Before' study using a "floating car" survey. The survey utilizes a commercial-off-the-shelf software (e.g. JAMAR or TSPP) that connects a GPS receiver to a laptop computer. At the end of the runs, the data will then be processed to provide Measures of Effectiveness (MOE) analysis, which includes travel time, average speed, number of stops, average delay, fuel consumption, pollutant emission estimates, and so on). These parameters will serve as a basis for evaluating the benefits of the improved signal timing.

Deliverables:

- Before Study MOE Summary

## 7. Optimized Traffic Signal Timing Development

Using SYNCHRO 7.0, ADVANTEC will develop a model of the network. Key parameters include:

- Existing geometry of network, including distance between intersections, number of lanes, grades, turn prohibitions, etc.;
- Turning movements at every intersection;
- Existing speed limits, or prevailing 85th percentile travel speeds;
- Existing phasing at each intersection;

Three time periods will be modeled – am peak, midday and pm peak. No weekend timing plans will be developed. After the SYNCHRO model is calibrated, ADVANTEC will optimize the signal timings parameters. Special attention will be given to intersections that operate at poor levels of service. Special techniques may be adopted such as:

- Division of subsystems for some corridors to improve operations
- Lead-lead versus lead-lag phasing;
- Half-cycle or other realistic harmonic cycle lengths for lightly traveled intersections, or double cycle lengths for heavily traveled intersections;
- System breaks with different cycle lengths;
- Pedestrian timing adjustment techniques.

ADVANTEC will recommend changes to the signal phasing to improve the efficiency of operations, and upon approval of the local agency, adopt the new phasing into the SYNCHRO model for optimization. The SYNCHRO model results and database will be provided to the Cities, County, Caltrans and SANBAG for review.

Deliverables:

- Optimized Traffic Signal Timing Plans and Time Space Diagrams

## 8. Implementation of Optimized Traffic Signal Timing

ADVANTEC will implement, or assist the Cities, County and Caltrans staff to implement the optimized traffic signal timings. Besides, ADVANTEC will observe the results of the timing plans in the field during implementation to ensure that the signals are behaving properly as intended, and fine-tune the signal timing parameters to achieve perceptible improvements to the travelers.

Deliverables:

- Fine-tuned Traffic Signal Timing Plans

## 9. After Study

Upon completion of the signal timing implementation and fine-tuning, ADVANTEC will perform “After Studies” to obtain data for verifying the “measures of effectiveness”. Similar to the “Before Studies”, ADVANTEC will perform floating car surveys along the same corridors (15 corridors assumed).

Deliverables:

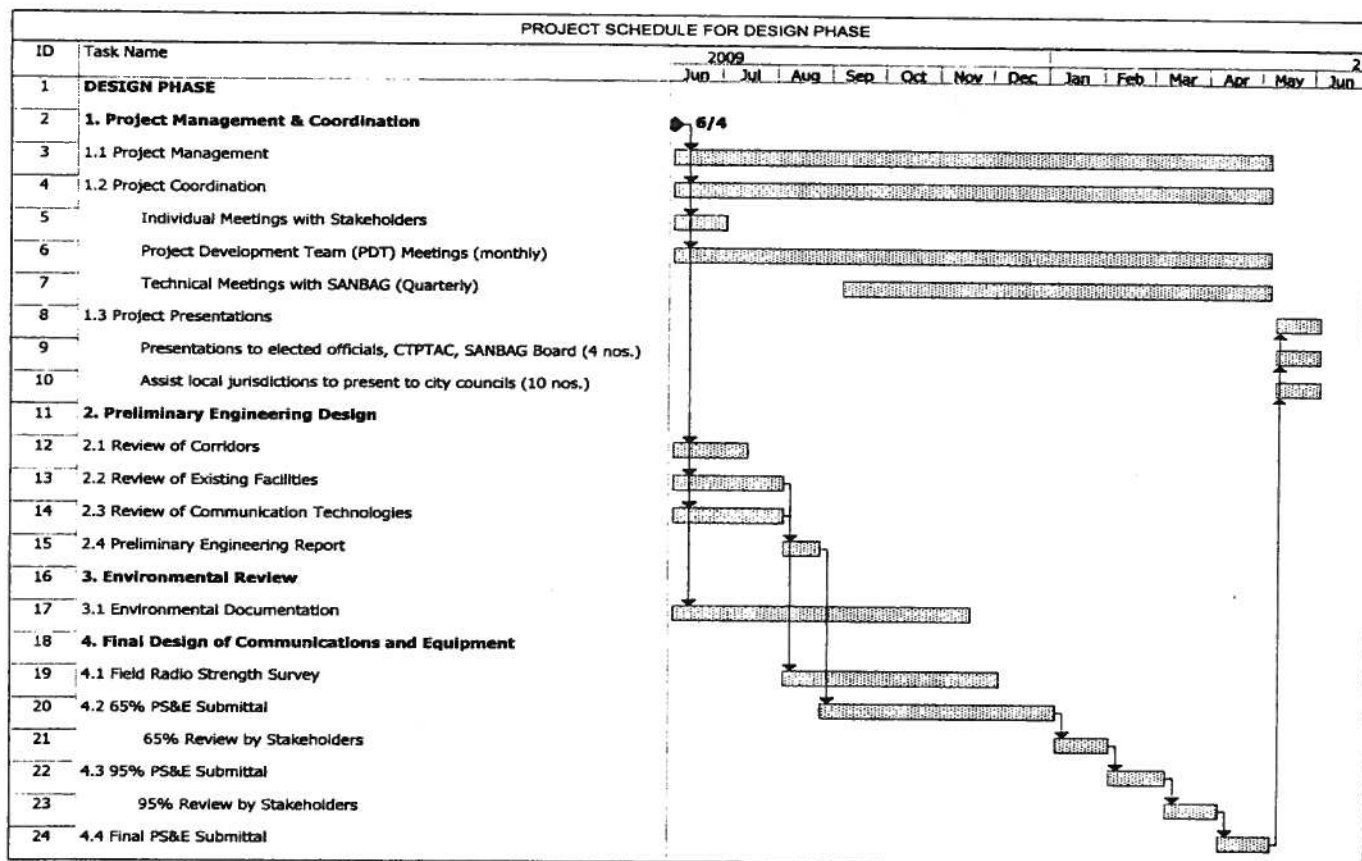
- After Study MOE Summary

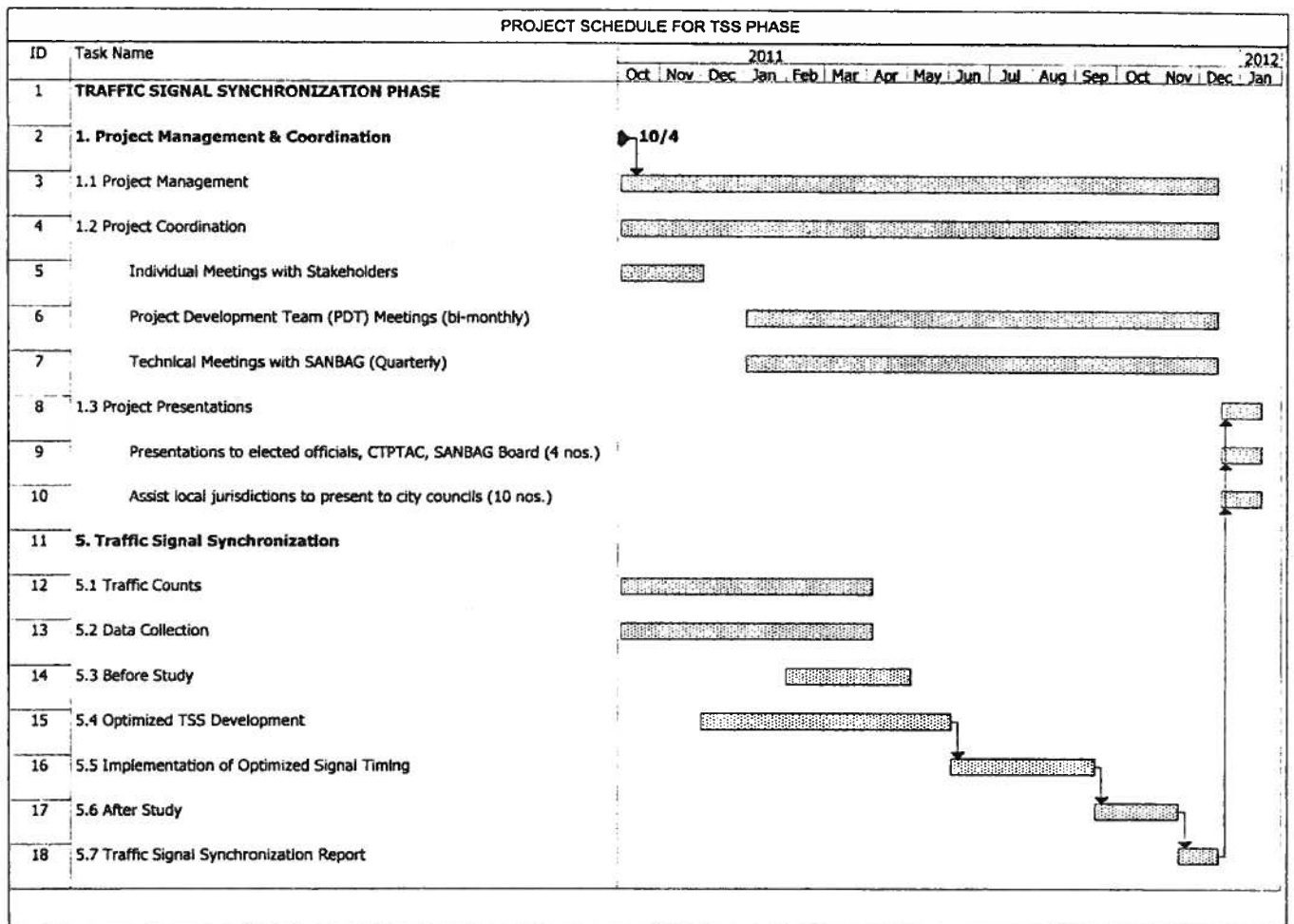
10. Traffic Signal Synchronization Report

1. A report will be prepared to summarize the results of traffic signal synchronization implementation. Tables and charts will be used to analyze the MOEs of the 'before' and 'after' studies. These benefits will be quantified and, wherever possible, converted to monetary terms in order to arrive at an average annual monetary savings to the travelers.

Deliverables:

- Traffic Signal Synchronization Report





**ATTACHMENT "B"**

**Certifications**

**By and between**

**San Bernardino Associated Governments/San Bernardino  
County Transportation Authority**

**and**

**Advantec Consulting Engineers, Inc.**

**for**

**Design and Implementation**

**for**

**Coordinated Traffic Signal System Program – Tier 3 & 4**

CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the \_\_\_\_\_ of the San Bernardino Associated Governments/San Bernardino County Transportation Authority, and that the consulting firm of \_\_\_\_\_ or its representatives has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree, to employ or retain, any firm or person; or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

CERTIFICATION OF CONSULTANT
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I HEREBY CERTIFY that I am the \_\_\_\_\_ and duly authorized representative of the firm of \_\_\_\_\_ whose address is \_\_\_\_\_, and that except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or
- (c) paid, or agreed to pay, to any firm, person or organization (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this Agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

ATTACHMENT "C"

Cost Proposal

By and between

San Bernardino Associated Governments/San Bernardino  
County Transportation Authority

and

**Advantec Consulting Engineers, Inc.**

for

Design and Implementation

for

Coordinated Traffic Signal System Program – Tier 3 & 4

Fee Proposal for SANBAG Tier 3 & 4 - Revised 5/12/09

DESIGN PHASE

Name of Consultant:	ADVANTEC Consulting Engineers, Inc.							TEP, Inc.							JMDiaz, Inc.							
	Project Director	Project Manager	Assistant PM	Engineers	AE/Technicians	TOTAL HOURS	TOTAL COST		Project Manager	Lead Designer	Engineer		TOTAL HOURS	TOTAL COST		Principal	Task Manager	Project Engineer	Designer	Intern-Clerical	TOTAL HOURS	TOTAL COST
Labor Cost	\$ 245.16	\$ 241.61	\$ 157.71	\$ 117.48	\$ 58.74			\$	\$ 92.79	\$ 331.38	\$ 159.06	\$				\$ 198.35	\$ 121.07	\$ 64.46	\$ 89.26	\$ 49.59		
Hours								Hours								Hours						
Task 1: Project Management & Meetings	34	388	323	0	0	745	\$156,422							\$0	5	46	0	0	11	52		\$7,166
Task 2: Design																						
1 Existing Facilities Analysis																						
a Field Check	0	0	0	310	310	620	\$54,627		0	0	160		160	\$25,450	1	80	104	129	58	372		\$30,979
b Review of Corridors	0	34	180	121	90	425	\$96,104							\$0								\$0
c Wireless Technology Review	4	8	12	0	0	24	\$5,206							\$0								\$0
2 Preliminary Engineering																						
a Prepare 65% PS&E	22	228	412	1228	1178	3068	\$341,115		14	15	0		29	\$6,270	5	47	76	94	67	289		\$23,294
3 Environmental Review & Update							\$1,933		7					\$649								\$0
4 Final Design																						
a Prepare 95% PS&E	18	52	132	340	400	942	\$103,033		3.5	10	0		13.5	\$3,638	5	47	61	57	44	214		\$17,884
b Prepare Final PS&E	18	48	112	178	184	540	\$67,193		3.5	5	0		8.5	\$1,982	5	27	36	48	40	156		\$12,849
Total Labor	96	766	1171	2177	2162	6658	\$785,633		28	30	160		218	\$37,989	24	300	320	360	300	1304		\$92,112
Direct Cost																						
Mileage	6,140 miles @ \$0.55 per mile					\$ 3,377		500 miles @ \$0.55 per mile					\$ 275		1,800 miles @ \$0.55 per mile					\$ 990		
Plotting	800 plan sheets @ \$20					\$ 16,000		Plotting					\$ 300		Deliveries					\$ 200		
Printing	5,000 pages @ \$0.5					\$ 2,500		Shipping					\$ 200		Reproduction					\$ 700		
Deliveries	50 UPS @ \$40					\$ 2,000																
Total Direct Costs							\$23,877							\$775							\$1,890	
FEE ESTIMATE							\$89,510							\$38,764							\$94,002	

Name of Consultant:	RBF Consulting					Systems Integrated					TransCore										
	Project Manager	Environ Planner				TOTAL HOURS	TOTAL COST	Project Manager	Ops Manager	Senior Engineer	Engineer	Assistant Engineer	TOTAL HOURS	TOTAL COST	Chuck Danko	Ethan Gomez	Robert Roth	Technician		TOTAL HOURS	TOTAL COST
Labor Cost	\$ 244.64	\$ 119.26	\$	\$	\$			\$ 215.87	\$ 177.20	\$ 161.10	\$	\$			\$ 163.98	\$ 127.52	\$ 124.63	\$ 33.72	\$		
Hours								Hours								Hours					
Task 1: Project Management														\$0	12		32			44	\$5,956
Task 2: Design																					
1 Existing Facilities Analysis																					
a Field Check																					
b Review of Corridors																					
c Wireless Technology Review															4		40	8		52	\$6,311
2 Preliminary Engineering																					
a Prepare 65% PS&E								14	50	20			84	\$15,104	12	64	170	78		324	\$38,486
3 Environmental Review & Update	16	150				166	\$21,804														
4 Final Design																					
a Prepare 95% PS&E														\$0	4		40	4		48	\$5,976
b Prepare Final PS&E														\$0	4		40	4		48	\$5,976
Total Labor	16	150				166	\$21,804	14	50	20			84	\$15,104	36	64	322	94		516	\$62,704
Direct Cost																					
Mileage	1,000 miles @ \$0.55 per mile					\$ 550		500 miles @ \$0.55 per mile					\$ 275		960 miles @ \$0.55 per mile					\$ 528	
Plotting	Deliveries & Reproduction					\$ 1,900									Airfare (3 @ \$650)					\$ 1,950	
Printing															Hotel & Per Diem (8 days @ \$210)					\$ 1,680	
Deliveries															Rental Car (8 days @ \$75)					\$ 600	
Total Direct Costs							\$1,550							\$275							\$4,758
FEE ESTIMATE							\$23,354							\$15,379							\$67,462

Total Cost for Design Phase \$1,048,471

Fee Proposal for SANBAG Tier 3 & 4 - Revised 5/12/09  
TRAFFIC SIGNAL SYNCHRONIZATION PHASE

Name of Consultant:	ADVANTEC Consulting Engineers, Inc.							Hartzog & Crabill, Inc.							RBF Consulting						
	Project Director	Project Manager	Assistant PM	Engineer	Assistant Engineer	TOTAL HOURS	TOTAL COST	Project Manager	Senior Engineer	Engineer		TOTAL HOURS	TOTAL COST		Project Manager	Project Engineer	Engineer		TOTAL HOURS	TOTAL COST	
	\$ 345.16	\$ 241.61	\$ 167.71	\$ 117.48	\$ 58.74			\$ 153.24	\$ 101.88	\$ 75.90	\$			\$	\$ 178.65	\$ 133.02	\$ 119.26	\$			
Labor Cost	Hours							Hours							Hours						
Task I Project Management & Meetings	96	178	219	80	120	993	\$199,611	21	32	0		53	\$6,478		30	18	0		48	\$7,754	
Task II TSS Development																					
1 Field Review																					
a Field Check	0	0	0	168	750	1218	\$99,033								4	7	64		75	\$9,279	
b Data Collection	0	0	0	0	160	160	\$27,020								10	16	144		172	\$21,355	
2 TSS Optimization																					
a Set up SYNCHRO network	0	174	149	720	0	1043	\$150,123								8	27	95		130	\$16,351	
b Network Optimization	0	192	120	571	0	883	\$132,395								15	100	450		595	\$75,009	
c Perform Before Study	0	39	34	211	350	634	\$60,131														
Task III Implementation																					
1 Timing Implementation	0	391	346	1512	0	2249	\$326,665	18	216	172		436	\$42,417								
2 Fine-tuning	0	78	104	912	0	1094	\$142,387	28	150	118		296	\$28,530								
Task IV Evaluation																					
1 Perform After Study	0	39	34	211	350	634	\$60,131														
2 Prepare Final Report	0	39	34	282	200	555	\$59,661														
Total Labor	96	1430	1040	2967	2230	9763	\$1,257,159	97	368	290		785	\$77,425		97	170	753		1020	\$129,747	
Direct Cost																					
Mileage	19,500 miles @ \$0.55 per mile						\$ 10,725	3,000 miles @ \$0.55 per mile						\$ 1,650	1,000 miles @ \$0.55 per mile						\$ 2,200
Traffic Counts	150 hrs tuning moment counts @ \$350 each						\$ 52,500							\$ -	Reprographic						\$ 1,000
Printing	10,000 pages at \$0.5 each						\$ 5,000							\$ -							\$ -
Drawings	50 sets @ \$40						\$ 2,000							\$ -							\$ -
							\$ -							\$ -							\$ -
Total Direct Costs							\$70,225							\$1,650							\$3,200
FEE ESTIMATE							\$1,327,385							\$79,075							\$132,947

ASSUMPTIONS:-

- Only 150 major ints require traffic counts.
- 2009 labor rates are used. No escalation in labor rates is included in this cost proposal for future years.

Total Cost for TSS Phase	\$1,539,407
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SUMMARY OF TOTAL PROJECT COST

	DESIGN PHASE	TSS PHASE	TOTAL
ADVANTEC	\$ 809,510	\$ 1,327,385	\$ 2,136,895
TRANSCORE	\$ 67,462	-	\$ 67,462
SYSTEMS INTEGRATED	\$ 15,379	-	\$ 15,379
RBF	\$ 23,354	\$ 132,947	\$ 156,301
HCI	\$ -	\$ 79,075	\$ 79,075
JMD	\$ 94,002	-	\$ 94,002
TEP	\$ 38,764	-	\$ 38,764
GRAND TOTAL	\$ 1,048,471	\$ 1,539,407	\$ 2,587,878

## *Minute Action*

AGENDA ITEM: 4

**Date:** May 20, 2009

**Subject:** Approve Contract No. C09124 with Parsons Transportation Group for Program Management and Other Specialty Professional Services

**Recommendation:**\* Approve Contract No. C09124 with Parsons Transportation Group for Program Management and Other Specialty Professional Services in an amount not to exceed \$18,681,751.

**Background:** **This is a new consultant services contract.** The contract is for Program Management and Other Specialty Professional Services. In January 2009 the Board authorized the release of a Program Management and Other Specialty Professional Services Request for Qualifications (RFQ) to consultants and the solicitation began for Statements of Qualifications (SOQ)s.

SANBAG received five (5) SOQs in response to the RFQ. The teams that submitted SOQs included:

- Bechtel
- Fluor
- Harris & Associates
- PBS&J
- Parsons Transportation Group

Utilizing the SANBAG consultant selection process, a committee consisting of representatives from Caltrans, OCTA and SANBAG reviewed and rated the SOQs. Each Statement of Qualification (SOQ) was rated in five categories; firm

\*

*Approved  
Board of Directors*

*Date: May 20, 2009*

*Moved: Second:*

*In Favor: Opposed: Abstained:*

*Witnessed: \_\_\_\_\_*

qualifications, personnel qualifications, project understanding, staffing capability, and project controls approach. All firms/teams submitted SOQs that conveyed a strong knowledge and understanding of the services needed and substantial experience for the principal discipline lead staff. However, after deliberations, the selection panel short-listed three (3) firms/teams. The shortlisted firms were:

- Fluor
- Harris & Associates
- Parsons Transportation Group

Interviews were conducted on March 27, 2009 with a selection panel that consisted of the same representatives that reviewed the written SOQs. The teams were rated based on their responses to interview questions. All three firms/teams exhibited a variety of strengths in their presentation and responses during the question and answer period. The selection committee unanimously selected the Parsons Transportation Group team as the most qualified to perform the work and presented the best understanding of the scope of services.

Cost negotiations yielded breakdowns of different costs for this contract due to the components which include the core team, on-call technical support, and the project control system. An estimated annual cost for the Parsons Transportation Group on-site core team is \$3,317,118. The core team will provide project management, construction management, scheduling, estimation, contract management, and document control services. The Parsons Transportation Group team also includes on-call technical support services to provide a multitude of professional services as needed. This is the team that would assist in reducing Caltrans review time by providing quality and constructability reviews when needed, thus improving the completeness of our plans and specifications and shortening the number of submittal and review cycles. This serves to maintain our project schedules and control or reduce overall project costs. In addition, the on-call staff and subconsultants would provide consultation for specialized topics such as environmental, surveying, design/build, right of way, claims and public outreach. Also, DBE and DVBE firms are included on the team as well, should the need arise. While utilization is uncertain for these on-call technical support services an estimated cost is \$1,143,995 annually.

Another component of the contract includes procurement, implementation, and support services for a web-based project control system. The estimated one-time cost for the start up team is \$241,875 with an additional \$25,290 for software and licenses. Thereafter, it is estimated that the system would cost \$8,700 per year for maintenance. The final component of the cost estimate includes Other Direct Costs estimated at \$133,833 per year. After the initial start up of the project

control system, the annual cost for professional services under this contract is expected to be approximately \$4,603,647.

While funding for the contract was anticipated to consist mainly of Measure I funds, consideration toward federal reimbursement was given. Given this, the new Mandatory Race Conscious (RC) DBE Program requirements need to be met in order to utilize future federal funds. According to the State of California Department of Transportation June 2, 2009 is the deadline by which a project must be awarded in order to qualify to use the existing Race Neutral (RN) DBE requirements. If the June 2, 2009 deadline is not met, modifying the language in this consultant contract to include the new DBE language is not an option. The whole procurement process would need to be redone, which is very time consuming and costly. With the next Board meeting is on June 3<sup>rd</sup>, staff is requesting that this item be considered at the May 20, 2009 special Board meeting.

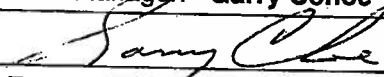

***Financial Impact:*** This action is consistent with the 2008/09 Budget. TN 815.

***Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on May 14, 2009. SANBAG Counsel has reviewed and approved the agreement as to form.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C09124  
by and between  
San Bernardino County Transportation Authority  
and  
Parsons Transportation Group  
for  
Program Management and Other Specialty Services

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable  <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original  <input type="checkbox"/> Amendment	
Notes:				
Original Contract:      \$ <u>18,681,751</u>  Contingency Amount:    \$ <u>0</u>		Previous Amendments Total:      \$ _____ Previous Amendments Contingency Total:    \$ _____ Current Amendment:                      \$ _____ Current Amendment Contingency:            \$ _____		
Contingency Amount requires specific authorization by Task Manager prior to release.				
<b>Contract TOTAL ➔</b>				<b>\$ <u>18,681,751</u></b>
↓ Please include funding allocation for the original contract or the amendment.				
<b>Task</b>	<b>Cost Code</b>	<b>Funding Sources</b>	<b>Grant ID</b>	<b>Amounts</b>
815-880	5553	Measure I Valley		\$ <u>18,681,751</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>06/3/09</u> Contract Start: <u>06/04/09</u> Contract End: <u>6/04/13</u> New Amend. Approval (Board) Date: _____    Amend. Start: _____    Amend. End: _____				
<b>If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:</b>				
<b>Approved Budget Authority ➔</b>	Fiscal Year: <u>08/09</u> \$ <u>405,176</u>		<b>Future Fiscal Year(s) – Unbudgeted Obligation ➔</b>	\$ <u>18,276,575</u>
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, which Task includes budget authority? <u>815</u> If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
<b>CONTRACT MANAGEMENT</b>				
<b>Please mark an "X" next to all that apply:</b>				
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: No <input type="checkbox"/> Yes _____ %				
Task Manager: <b>Garry Cohoe</b>			Contract Manager:	

      5/14/09  
 Task Manager Signature      Date  
      5/15/09  
 Chief Financial Officer Signature      Date

Contract Manager Signature      Date

**CONTRACT NO: C09124**

**PROVIDE PROGRAM MANAGEMENT AND OTHER SPECIALTY  
SERVICES**

**for**

**THE MEASURE I PROGRAM**

**In San Bernardino County, California**

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**CONTRACT**  
**FOR**  
**PROGRAM MANAGEMENT AND OTHER SPECIALTY SERVICES**

This Contract, entered into this 3rd day of June 2009, by the firm of Parsons Transportation Group (hereinafter called CONSULTANT) whose address is:

3200 E. Guasti Road, Suite 200  
Ontario, CA 91761

and San Bernardino County Transportation Authority (hereinafter called AUTHORITY) whose address is:

**1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor**  
**San Bernardino, CA 92410-1715**

Whereas, AUTHORITY desires CONSULTANT to perform certain professional and technical Services as hereinafter described and CONSULTANT desires to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

**Article 1      Description of Services**

CONSULTANT agrees to perform Services set forth in Attachment "A", Scope of Services, which is incorporated herein by reference, in accordance with high professional standards generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined therein. The word "Services," as used herein, includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Services performed hereunder shall be completed to the satisfaction of AUTHORITY, with their satisfaction being based on prevailing professional engineering and other specialty profession services standards.

**Article 2      Performance Schedule**

2.1      The Period of Performance by CONSULTANT under this Contract shall commence on June 4, 2009 and shall continue in effect for 48 months, until work is completed, or otherwise terminated, cancelled or extended as hereinafter provided.

### **Article 3      Contract Price and Cost Principles**

- 3.1 Full compensation to CONSULTANT for full and complete performance of all Services, compliance with all the terms and conditions of this Contract, payment by CONSULTANT of all obligations incurred in, or application to, CONSULTANT's performance of Services, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and Services (except as may be explicitly set forth in this Contract as furnished by AUTHORITY), shall not exceed the amounts set forth in 3.2 below.
- 3.2 The total cost for Services to the project shall not exceed \$18,681,751. This amount does not include a contingency. Services to be provided under terms of this Contract are to be provided on an as needed basis and compensated for as set forth in Attachment "B" which is incorporated herein by reference. Utilization of the contingency is not permitted unless directed in writing by AUTHORITY Project Manager. CONSULTANT's fee for services is included in the total estimated contract noted in Attachment "B".
- 3.3 CONSULTANT's overhead rates will be fixed, as set forth in Attachment "B" for the duration of this Contract. The fixed overhead rate will not be subject to adjustment. Any percentage increase over the direct labor rate in Attachment "B" is not permitted without prior authorization from AUTHORITY.
- 3.4 Not used.
- 3.5 The cost principles set forth in Part 31, Contract Cost Principles and Procedures, in Title 48, Federal Acquisition Regulations System of the Code of Federal Regulations (CFR) as constituted on the effective date of this Contract shall be utilized to determine allowableness of costs under this Contract and may be modified from time to time by amendment of the Contract.
  - 3.5.1 The CONSULTANT agrees to comply with Federal Department of Transportation procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
  - 3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Part 31, Contract Cost Principles and Procedures, or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments shall be repaid by CONSULTANT to AUTHORITY.

- 3.5.3 Any subcontract, entered into as a result of this Contract shall contain all of the provisions of this Section 3.5.
- 3.6 Any Services provided by the CONSULTANT not specifically covered by the Scope of Services (Attachment "A") shall not be compensated without prior written authorization from AUTHORITY. It shall be CONSULTANT's responsibility to recognize and notify AUTHORITY when services not covered by the Scope of Services have been requested or are required. All changes and/or modifications to the Scope of Services shall be made in accordance with Article 12, Changes.

#### **Article 4      Availability of Funds**

This Contract is awarded on the contingency of availability of funds. The obligation of AUTHORITY is conditioned upon the availability of funds that are allocated and available for the payment of such an obligation. If funds are not allocated and available for the continuance of Services performed by CONSULTANT, Services directly or indirectly involved may be suspended or terminated by AUTHORITY at the end of the period for which funds are available. When AUTHORITY becomes aware that any portion of Services that will or may be affected by a shortage of funds, it will immediately so notify CONSULTANT. Nothing herein shall relieve AUTHORITY from its obligation to compensate CONSULTANT for Services actually performed pursuant to this Contract prior to such notification. No penalty shall accrue to AUTHORITY in the event this provision is exercised.

#### **Article 5      Taxes, Duties, Fees**

CONSULTANT shall pay when due, and the compensations set forth in Article 3, Contract Price and Cost Principles, shall be inclusive of all; a) local, municipal, state, and federal sales and use taxes, b) excise taxes, c) taxes on personal property owned by CONSULTANT, and d) all other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

#### **Article 6      Invoicing and Payments**

- 6.1 The compensation of CONSULTANT as provided herein shall be payable in 4 week billing period payments, forty-five (45) calendar days after receipt by AUTHORITY of an invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Services.
- 6.2 CONSULTANT shall prepare all invoices in a form satisfactory to and approved by AUTHORITY and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a 4 week billing period and will be marked with AUTHORITY's project name, contract number, and task order number. Invoices shall be

submitted within fifteen (15) calendar days for the period covered by the invoice. Invoices shall include request for payment for Services (including additional Services authorized by AUTHORITY) completed by CONSULTANT during each billing period. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT's sole expense.

- 6.3 CONSULTANT shall furnish evidence, satisfactory to AUTHORITY, that all labor and materials furnished and equipment used during the period covered by the invoice have been incurred. AUTHORITY shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such evidence. Upon furnishing such evidence, satisfactory to AUTHORITY, AUTHORITY shall pay CONSULTANT the full amount of the invoice less disputed amounts.
- 6.4 CONSULTANT shall include a statement and release with each invoice, satisfactory to AUTHORITY, that CONSULTANT has fully performed the Services invoiced pursuant to this Contract for the period covered, and that all claims of CONSULTANT and its subcontractors for Services during the period will be satisfied upon the making of such payment. AUTHORITY shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 6.5 CONSULTANT shall forfeit the fixed fee portion of the progress payment for any billing period that CONSULTANT fails to submit an invoice within sixty (60) calendar days after the cutoff date for the billing period.
- 6.6 Appearance at Hearings – If and when required by AUTHORITY, CONSULTANT shall render assistance at hearings as may be necessary for the performance of the services.

## **Article 7      Documentation and Right of Audit**

- 7.1 CONSULTANT shall keep and maintain all books, papers, records, accounting records including but not limited to all direct and indirect costs allocated to Services, files, accounts, reports, cost proposals with backup data, and all other material relating to Services. CONSULTANT shall upon request, make all such materials available to AUTHORITY or its designee at any reasonable time during the term of the Contract and for three (3) years from the date of final payment to CONSULTANT, for auditing, inspection and copying. CONSULTANT shall insert in each of its subcontracts the above requirement.
- 7.2 The Cost Proposal for this project is subject to a post award audit. After any post award audit recommendations are received the Cost Proposal

shall be adjusted by the Consultant and approved by the Contract Manager to conform to the audit recommendations. The Consultant agrees that individual items of cost identified in the audit report may be incorporated into the Agreement (Project Contract) at SANBAG's sole discretion. Refusal by the Consultant to incorporate the audit or post award recommendations will be considered a breach of the Agreement terms and cause for termination of the Contract without liability by the CONSULTANT and as provided in article 18.1, Termination for Convenience.

## **Article 8      Responsibility of the Program/Project Manager**

- 8.1      The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all deliverables and other Services furnished by the CONSULTANT under terms of this Contract.
- 8.2      In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, the CONSULTANT shall, as an integral part of its Services, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality, and safety of the program and projects and the Services performed by CONSULTANT within the areas of CONSULTANT Services and expertise. At any time during performance of the contracted Scope of Services, should the CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk and uncertainties, CONSULTANT shall immediately document such matters and notify AUTHORITY of said circumstances and related concerns. CONSULTANT shall also similarly notify AUTHORITY in regard to the possibility of any natural catastrophe, potential failure, or any situation that exceeds environmental, design, and/or construction assumptions and could precipitate a failure. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable AUTHORITY to understand and evaluate the magnitude and effect of the risk and uncertainties involved.

## **Article 9      Reporting Requirements/Deliverables**

All Reports and deliverables shall be submitted in accordance with Attachment "A", Scope of Services.

## **Article 10      Permits and Licenses**

CONSULTANT shall (without additional compensation) keep current all governmental permits, certificates and licenses (including professional licenses) necessary for CONSULTANT to perform Services.

## **Article 11      Technical Direction**

- 11.1 Performance of Services under this Contract shall be subject to the technical direction of the AUTHORITY Director of Freeway Construction, or his designee, as identified in Attachment "A", Scope of Services, attached to this Contract. The AUTHORITY Contract Manager will identify his designee, in writing to CONSULTANT, with the notice to proceed and subsequently with any changes during the Contract period. The term "Technical Direction" is defined to include, without limitation:
- 11.1.1 Directions to the CONSULTANT which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Services.
  - 11.1.2 Provision of written information to the CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of Service description.
  - 11.1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by the CONSULTANT to AUTHORITY or Caltrans under the Contract.
- 11.2 Technical direction must be within the Scope of Services in the Contract. The AUTHORITY Director of Freeway Construction or designee does not have the authority to, and may not, issue any technical direction which:
- 11.2.1 Constitutes an assignment of additional Services outside the Scope of Services;
  - 11.2.2 Constitutes a change as defined in the Contract clause entitled "Changes";
  - 11.2.3 In any manner causes an increase or decrease in the Contract's estimated cost or price or the time required for Contract performance;
  - 11.2.4 Changes any of the expressed terms, conditions or specifications of the Contract; or
  - 11.2.5 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract.
  - 11.2.6 A failure of the CONSULTANT and AUTHORITY Contract Manager to agree that the technical direction is within the

scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto shall be subject to the provisions of Article 30, Disputes.

- 11.3 All technical directions shall be issued in writing by the AUTHORITY Contract Manager or his designee.
- 11.4 The CONSULTANT shall proceed promptly with the performance of technical directions duly issued by the AUTHORITY Contract Manager or his designee, in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the CONSULTANT, any instruction or direction by the AUTHORITY Contract Manager or his designee, falls within one of the categories defined in 11.2.1 through 11.2.5 above, the CONSULTANT shall not proceed but shall notify the Contract Manager in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contract Manager to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, the Contract Manager shall:
  - 11.4.1 Advise the CONSULTANT in writing within thirty (30) days after receipt of the CONSULTANT's letter that the technical direction is or is not within the scope of Article 12, Changes;
  - 11.4.2 Advise the CONSULTANT within a reasonable time that AUTHORITY will or will not issue a written change order.

## **Article 12 Changes**

- 12.1 The Services shall be subject to changes by additions, deletions, or revisions thereto by AUTHORITY. CONSULTANT will be advised of any such changes by written notification from AUTHORITY describing the change.
- 12.2 Promptly after such written notification of change is given to CONSULTANT by AUTHORITY, CONSULTANT and AUTHORITY will attempt to negotiate a mutually agreeable change in compensation or time of performance and amend the Contract accordingly.

## **Article 13 Federal and State Mandatory Provisions**

- 13.1 Equal Employment Opportunity/Nondiscrimination
  - 13.1.1 In connection with the execution of this Contract, the CONSULTANT shall not discriminate directly or indirectly against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The CONSULTANT shall take action to insure that applicants are

employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selections of training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the Equal Opportunity clause.

- 13.1.2 The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applications shall receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
- 13.1.3 The CONSULTANT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice advising the labor union or workers representative of the CONSULTANT's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 13.1.4 The CONSULTANT shall comply with all provisions of Executive Order No 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), and shall permit access to its books, records, and accounts by AUTHORITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 13.1.5 In the event of the CONSULTANT's noncompliance with the Equal Opportunity clause of this Contract or any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).
- 13.1.6 The CONSULTANT shall include the provisions of paragraphs (13.1.1) through (13.1.6) of this Article in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 as amended by Executive

Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), so that such provisions will be binding upon each subcontract or vendor. The CONSULTANT shall take such action with respect to any subcontract or purchase order as AUTHORITY may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by AUTHORITY, the CONSULTANT may request AUTHORITY to enter into such litigation to protect the interests of AUTHORITY.

### **13.2 Handicapped Workers**

13.2.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

### **13.3 Disadvantaged Business Enterprise/Disabled Veteran Business Enterprise (DBE/DVBE)**

The CONSULTANT shall comply with all DBE/DVBE State and Federal requirements when performing work which require DBE/DBVE participation.

## **Article 14 Conflict of Interest**

14.1 The CONSULTANT agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Contract. The CONSULTANT further agrees that in the performance of this Contract, no person having any such interest shall be employed.

14.2 No portion of the funds received by the CONSULTANT under this Contract shall be used for political activity or to further the election or defeat of any candidate for public office.

- 14.3 The selected CONSULTANT and SUBCONSULTANT firms whose representatives occupy the roles of corridor manager, program manager, or project manager on this contract will be precluded from any award of future environmental, design or construction management/construction inspection projects for SANBAG. No conflict of interest shall exist for SUBCONSULTANT firms who offer services on this contract, other than those roles specified above, and pursue future environmental, design or construction management/construction inspection projects with SANBAG. Firms with existing SANBAG contracts who wish to submit an SOQ will not be subject to a conflict of interest. In this instance, SANBAG shall provide a project manager to manage the particular project in question. The determination of a conflict of interest, direct or incidental, shall be at the sole discretion of the Director of Freeway Construction.

## **Article 15 Key Personnel**

- 15.1 The personnel specified in 15.2 below are considered to be essential to Services being performed hereunder. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours of Services that are the responsibility of key personnel to other personnel, the CONSULTANT shall notify AUTHORITY reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project. Diversion or reallocation of key personnel shall be subject to written approval by AUTHORITY. AUTHORITY also reserves the right to approve proposed substitutions for key personnel. In the event that AUTHORITY and CONSULTANT cannot agree as to the substitute of key personnel, AUTHORITY shall be entitled to terminate this Agreement.
- 15.2 Key Personnel are representatives providing services for Corridor Project Management, Project Management, Project Controls, Contract Management, Administrative Support, and Construction Management.

## **Article 16 Representations**

CONSULTANT agrees with AUTHORITY that Services supplied by CONSULTANT in performance of this Contract shall be supplied by personnel who are careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that it is supplying professional Services, findings, and/or recommendations in the performance of this Contract and agrees with AUTHORITY that the same shall conform to high professional engineering and environmental principles and standards that are generally accepted in the State of California.

## **Article 17 Proprietary Rights/Confidentiality**

- 17.1 If, as a part of the Contract, CONSULTANT is required to produce materials, documents, data or information ("Products"), then

CONSULTANT, if requested by AUTHORITY, shall deliver to AUTHORITY the original of all such Products which shall become the property of AUTHORITY.

- 17.2 All materials, documents, data or information obtained from AUTHORITY's data files or any AUTHORITY medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of AUTHORITY. Such data or information may not be used or copied for direct or indirect use outside of these services by CONSULTANT without the express written consent of AUTHORITY.
- 17.3 Except as reasonably necessary for the performance of Services, CONSULTANT and its employees and agents shall hold in confidence the materials and information referred to in this Article 17, Proprietary Rights/Confidentiality, which are produced by CONSULTANT for AUTHORITY in the performance and completion of CONSULTANT's Services under the Contract, until released in writing by AUTHORITY, except to the extent such materials and information become a part of public domain information through no fault of CONSULTANT, or its employees or agents.
- 17.4 CONSULTANT shall not use AUTHORITY's name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of AUTHORITY.
- 17.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by AUTHORITY unless otherwise agreed to by CONSULTANT and AUTHORITY.
- 17.6 CONSULTANT agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of AUTHORITY, any information obtained by CONSULTANT from or through AUTHORITY in connection with CONSULTANT's performance of this Contract, unless (a) the information was known to CONSULTANT prior to obtaining same from AUTHORITY pursuant to a prior Contract; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subcontractors, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from AUTHORITY and who had, to CONSULTANT's knowledge and belief, the right to disclose the same.

## Article 18 Terminations

- 18.1 Termination for Convenience. AUTHORITY shall have the right at any time, with or without cause, to terminate further performance of Services by written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall discontinue performance of Services and shall preserve work in progress and completed work ("Work"), pending AUTHORITY'S instruction, and shall turn over such Work in accordance with AUTHORITY's instructions.
- 18.1.1 CONSULTANT shall deliver to AUTHORITY, in accordance with AUTHORITY'S instructions, all Products prepared by CONSULTANT or its subcontracts or furnished to CONSULTANT by AUTHORITY. Upon such delivery, CONSULTANT may then invoice AUTHORITY for payment in accordance with the terms hereof.
- 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from AUTHORITY as complete and full settlement for such termination a pro rata share of the Contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination.
- 18.1.3 CONSULTANT shall be entitled to receive the actual cost incurred by CONSULTANT to return CONSULTANT's field tools and equipment, if any, to it or its suppliers' premises, or to turn over Work and Products in accordance with AUTHORITY's instructions plus the actual cost necessarily incurred in effecting the termination.
- 18.2 Termination for Cause. In the event CONSULTANT shall file a petition in bankruptcy, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its solvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, AUTHORITY may, without prejudice to any other rights or remedies AUTHORITY may have, (a) hold in abeyance further payments to CONSULTANT; (b) stop any Services of CONSULTANT or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by

AUTHORITY, AUTHORITY may take possession of the Products and finish Services by whatever method AUTHORITY may deem expedient. A waiver by AUTHORITY of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, nor be deemed to waive, amend, or modify any term of this Contract.

18.2.1 In the event of termination CONSULTANT shall deliver to AUTHORITY all finished and unfinished Products prepared by CONSULTANT or its subcontractors or furnished to CONSULTANT by AUTHORITY.

18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to AUTHORITY, satisfactory in form and content to AUTHORITY and verified by AUTHORITY. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such termination.

18.4 The Authority's Director of Freeway Construction shall have the full authority and discretion to exercise Authority's rights under this Article 18, Terminations.

#### **Article 19 Stop Work Orders**

Upon failure of CONSULTANT or its subcontractors to comply with any of the requirements of this Contract, AUTHORITY shall have the authority to stop any Services of CONSULTANT or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 18, Termination.

#### **Article 20 Claims**

AUTHORITY shall not be bound to any adjustments in the Contract amount or scheduled time for CONSULTANT's claim unless expressly agreed to by AUTHORITY in writing and any such adjustments in the Contract amount so agreed to in writing shall be paid to CONSULTANT by AUTHORITY. No claim hereunder by CONSULTANT shall be allowed if asserted after final payments under this Contract.

#### **Article 21 Insurance**

In order to accomplish the indemnification herein provided for, but without limiting the indemnification, CONSULTANT shall secure and maintain throughout the term of the Contract the following types of insurance with limits as shown:

21.1 Professional Liability Insurance coverage with limits of not less than \$1,000,000, per claim or occurrence and \$2,000,000 in the aggregate. CONSULTANT shall secure and maintain this insurance or "tail"

coverage provided throughout the term of this Contract and for a minimum of three (3) years after contract completion.

- 21.2 Workers' Compensation Insurance or state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$250,000 limits, covering all persons including volunteers providing Services on behalf of CONSULTANT and all risks to such persons under this Agreement.
- 21.3 Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$3,000,000 in the aggregate written on an occurrence form.

For products and completed operations a \$2,000,000.00 aggregate shall be provided.

- 21.4 Comprehensive Automobile Liability Coverage, including owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and in the aggregate written on an occurrence form.
- 21.5 Proof of Coverage. CONSULTANT shall immediately furnish certificates of insurance to AUTHORITY evidencing the insurance coverage required above, prior to the commencement of performance of Services hereunder, and such certificates shall include San Bernardino Associated Governments/San Bernardino County Transportation Authority and Fluor Corporation (project administration consultant) as additional insured on Comprehensive General Liability Insurance or Commercial General Liability Insurance and auto insurance. The certificates shall provide that such insurance shall not be terminated without thirty (30) days written notice to AUTHORITY, and CONSULTANT shall maintain such insurance from the time CONSULTANT commences performance of Services hereunder until the completion of such Services.
- 21.6 Additional Insured. All policies, except for Workers' Compensation and Professional Liability policies, shall contain endorsements naming AUTHORITY and its officers, employees, agents, and volunteers as additional insureds with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for AUTHORITY to vicarious liability but shall allow coverage for AUTHORITY to the full extent provided by the policy.

- 21.7 Waiver of Subrogation Rights. The CONSULTANT shall require the carriers of required coverages to waive all rights of subrogation against AUTHORITY, its officers, employees, agents, volunteers, contractors, and subcontractors. All general auto liability insurance coverage provided shall not prohibit CONSULTANT or CONSULTANT's employees or agents from waiving the right of subrogation prior to a loss or claim. CONSULTANT hereby waives all rights of subrogation against AUTHORITY.
- 21.8 All policies required herein are to be primary and non-contributory with any insurance carried or administered by AUTHORITY.
- 21.9 Insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".
- 21.10 The AUTHORITY's contract with its general contractor for each project is to require such contractor to obtain a Builder's Risk or Course of Construction Insurance, insuring on an "All Risks" basis with a limit of not less than the full insurable replacement cost of the project subject to deductible amounts as selected by AUTHORITY, and covering the project and all materials and equipment to be incorporated therein, including property in transit or elsewhere and insuring the interests of AUTHORITY, CONSULTANT and its related entities, contractors and subcontractors of all tiers. The construction contract shall require that such insurance be primary, and shall include coverage for physical damage resulting from the Services and shall include an insurer's waiver of subrogation or right of recourse in favor of each party insured thereunder. Furthermore, the construction contract shall require that such insurance shall remain in effect until the applicable project is completed and accepted by the AUTHORITY. The CONSULTANT, in its role as Project Manager, shall ensure that the requirements of this section are met.

## **Article 22 Indemnity**

CONSULTANT agrees to indemnify, hold harmless, and defend, with counsel approved by AUTHORITY, AUTHORITY, and their officers, employees (past and present), agents, and representatives from and against:

- 22.1 Any claim, cause of action, liability, loss, cost or expense arising from infringement or improper appropriation or use by AUTHORITY of trade secrets, proprietary information, know-how, copyright rights or inventions, arising out of the use of methods, processes, designs, information, or other items furnished or communicated to AUTHORITY by CONSULTANT in connection with performance of Services; to the extent that the methods, processes, designs, information or other items have been used in the manner and for the purpose intended by this

contract; and

- 22.2 Any and all claims, causes of action, liabilities, losses, costs or expenses, that arises out of, pertains to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT or its subcontractors, employees, or agents, in the performance of Services, and includes any and all expenses, including attorneys' fees, incurred by AUTHORITY for legal action to enforce CONSULTANT's indemnification obligations hereunder.

#### **Article 23 Damages due to Errors and Omissions**

- 23.1 Architect-Engineer Consultants shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this Agreement. A CONSULTANT may be liable for AUTHORITY costs resulting from errors or deficiencies in designs furnished under its Agreement.
- 23.2 When a modification to a construction contract is required because of an error or deficiency in the services provided under this Agreement, the contracting officer (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable.
- 23.3 AUTHORITY's contracting officer shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the AUTHORITY's interest. The contracting officer shall include in the Agreement file a written statement of the reasons for the decision to recover or not to recover the costs from the CONSULTANT.

#### **Article 24 Ownership of Drawings and Data**

All drawings, specifications reports and other data developed by CONSULTANT under this Contract shall become the property of AUTHORITY when prepared, whether delivered to AUTHORITY or not.

#### **Article 25 Subcontracts**

- 25.1 CONSULTANT shall not subcontract performance of all or any portion of Services under this Contract, excepting to subcontractors listed in the CONSULTANT's proposal, without first notifying AUTHORITY of the intended subcontracting and obtaining AUTHORITY's Project Manager's approval in writing of the subcontracting and the subcontractor. The definition of subcontractor and the requirements for subcontractors hereunder shall include all lower-tier subcontracts.

- 25.2 CONSULTANT agrees that any and all subcontractors of CONSULTANT will comply with the terms of this Contract applicable to the portion of Services performed by them. If requested by AUTHORITY, CONSULTANT shall furnish AUTHORITY a copy of the proposed subcontract for AUTHORITY's approval of the terms and conditions thereof and shall not execute such subcontract until AUTHORITY has approved such terms and conditions. AUTHORITY approval shall not be unreasonably withheld.
- 25.3 Approval by AUTHORITY of any Services to be subcontracted and the subcontractor to perform said Services will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said Services.
- 25.4 Any substitution of subcontractors must be approved in writing by AUTHORITY's Contract Manager.

#### **Article 26 Inspection and Access**

AUTHORITY shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by AUTHORITY, shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory Services or products.

#### **Article 27 Independent Contractor**

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Services provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. AUTHORITY shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Services or as to the manner, means and methods by which Services are performed. All workers furnished by CONSULTANT pursuant to this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subcontractor(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of AUTHORITY.

#### **Article 28 Precedence**

- 28.1 The Contract documents consist of these General Terms and Conditions and Attachment "A", Scope of Services, Attachment "B", Billing Rate Schedule, CONSULTANT's Statement of Qualifications and AUTHORITY's Request for Qualifications which are incorporated herein by reference.

28.2 The following order of precedence shall apply:

- 28.2.1 This Contract, its General Terms and Conditions, and Attachments
- 28.2.2 CONSULTANT's Statement of Qualifications
- 28.2.3 AUTHORITY's Request for Qualifications

28.3 In the event of an express conflict between the documents listed in Article 28.2, or between any other documents which are a part of the Contract, CONSULTANT shall notify AUTHORITY immediately and shall comply with AUTHORITY's resolution of the conflict.

## **Article 29 Communications and Notices**

29.1 Any and all notices permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article. A change in address may be made by notifying the other party in writing.

For CONSULTANT:

Name: Parsons Transportation Group  
Address: 3200 E. Guasti Road, Suite 200  
Ontario, CA 91761  
Attn: Khalil Saba  
Phone: (909)218-3590  
Fax: (909)218-3605

For AUTHORITY:

Name: San Bernardino Associated Governments  
Address: 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410-1715  
Attn: Mr. Garry Cohoe  
Phone: (909) 884-8276  
Fax: (909) 885-4407

29.2 All communications pursuant to or in connection with this Contract shall be marked with AUTHORITY's Contract and job numbers.

## **Article 30 Disputes**

- 30.1 In the event any dispute arises between the parties hereto under or in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Services to be performed, Scope of Services and/or time of performance), the dispute shall be decided by the Contract Manager of AUTHORITY or his duly authorized representative within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of AUTHORITY. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such appeal shall be decided by a court of competent jurisdiction.
- 30.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

**Article 31     Gratuities**

CONSULTANT, its employees, agents, or representatives shall not offer or give to an officer, official, or employee of AUTHORITY, gifts, entertainment, payments, loans, or other gratuities to influence the award of a Contract or obtain favorable treatment under a Contract.

**Article 32     Review and Acceptance**

All Services performed by CONSULTANT shall be subject to periodic review and approval by the representatives of AUTHORITY at any and all places where such performance may be carried on. Failure of AUTHORITY to make such review, or to discover defective Work, shall not prejudice the rights of AUTHORITY at the time of final acceptance. All Services performed by CONSULTANT shall be subject to periodic and final review and acceptance by AUTHORITY upon completion of all Services.

**Article 33     Safety**

CONSULTANT shall comply strictly with all local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT's operations in the performance of Services hereunder.

**Article 34     Assignment**

CONSULTANT shall not assign this Contract wholly or in Part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of AUTHORITY. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the parties hereto.

**Article 35      Amendments**

This Contract may only be changed by an amendment duly executed by CONSULTANT and AUTHORITY except, that changes to the Contract to implement administrative changes such as approved changes in key personnel may be made by administrative amendment signed by CONSULTANT and AUTHORITY's Contracts Manager or other duly authorized representative.

**Article 36      Governing Law and Venue**

This Contract shall be subject to the laws and jurisdiction of the State of California. The parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Contract will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court that would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

**Article 37      Prevailing Wages**

The CONSULTANT is alerted to the requirements of California Labor Code Section 1770 et seq. and agrees to defend, indemnify, and hold harmless AUTHORITY and its officers, employees, consultant, and agents from any claim or liability including, without limitation, attorneys' fees, arising from any failure or alleged failure to comply with California Labor Code Section 1770 et seq.

**Article 38      Contingent Fee**

The CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, AUTHORITY has the right to annul this Contract without liability, pay only for the value of Services actually performed, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**Article 39      Location of Performance**

NOT USED

**Article 40    Entire Document**

- 40.1    This Contract and its attachments constitute the sole and only agreement governing Services and supersedes any prior understandings, written or oral, between the parties respecting the within subject matter. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been incorporated into this Contract.
- 40.2    No agent, employee or representative of AUTHORITY has any authority to bind AUTHORITY to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 40.3    As this Contract was jointly prepared by both parties, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either party.

**Article 41    Attorney's Fees**

If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Article 22, Indemnity.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

**San Bernardino Associated Governments**

By: \_\_\_\_\_  
Principal

By: \_\_\_\_\_  
Gary C. Ovitt, President  
SANBAG Board of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG Counsel

**SCOPE OF WORK**

**CONTRACT NO: C09124**

**EFFECTIVE DATE: TBD**

**by and between**

**San Bernardino  
County Transportation Authority**

**and**

**Parsons Transportation Group**

**To**

**PROVIDE PROGRAM MANAGEMENT AND OTHER SPECIALTY  
SERVICES**

**for**

**THE MEASURE I PROGRAM**

**In San Bernardino County, California**

## **SCOPE OF WORK**

### **Program Management and other Specialty Professional Services**

The San Bernardino County Transportation Authority is contracting for Program Management Consultant services to support the implementation of various transportation projects.

#### **1.0 BACKGROUND**

San Bernardino County Transportation Authority (SANBAG) is responsible for managing transportation projects in San Bernardino County including environmental, design, and construction. The projects comprise improvements for freeways, highways, grade crossings, and local roads. In addition, an environmental mitigation project is included. SANBAG is obligated to deliver the projects using the funds available and in a timely manner. The Project Management Consultant (CONSULTANT) will assist the SANBAG staff by providing staff assistance and technical expertise in managing and overseeing transportation projects.

Each project will be a significant undertaking that requires CONSULTANT assistance to serve as advisors, managers, and extension to SANBAG staff.

#### **2.0 GENERAL DESCRIPTION OF SERVICES**

CONSULTANT shall function as extension of SANBAG staff and supplement SANBAG staff by providing specialized expertise as required to effectively manage the program as well as individual projects. Under this scope of work, CONSULTANT shall assist SANBAG staff in the oversight, management, and completion of all work associated with the development of the projects thru construction. CONSULTANT shall also assist in the procurement of professional services for project components. CONSULTANT's support shall be in the following general categories:

- Program Management
- Project Management
- Technical Oversight and Support
- Contract Management
- Project Controls
- Administrative Support
- Construction Management

SANBAG will provide overall direction for the transportation program and assign its own staff to perform specific job responsibilities. CONSULTANT shall supplement SANBAG staff and provide specialized expertise as requested.

### **3.0 SCOPE OF SERVICES**

#### **3.1 Program Management**

CONSULTANT shall assist in managing and directing CONSULTANT personnel assigned in project management, technical oversight and support, contract management, project controls, administrative support, and construction management in an effort to deliver the remaining existing Measure I Projects as well as the upcoming Measure I projects. CONSULTANT shall provide technical expertise and support in all areas of project management, construction management, project controls, and other specialty subjects related to transportation and environmental mitigation projects. Reporting of project scope, schedule, and cost shall be performed routinely and as requested for various audiences. It is anticipated the CONSULTANT Program Manager will neither require a full time staff member nor report to SANBAG facilities daily. If the CONSULTANT Program Manager is assigned full time and reports to the SANBAG facility daily then the representative shall also serve as a project manager on specific SANBAG projects.

#### **3.2 Project Management**

CONSULTANT shall assist SANBAG in managing both corridor and individual transportation projects. CONSULTANT shall work with SANBAG, other consultants, federal agencies and its agents, Caltrans, County of San Bernardino, utility companies, various cities, and other stakeholders to assist in developing these projects. Activities include, but are not limited to:

- Project management activities, collaborative practices, and problem solving for both corridor and project level.
- On-going project management direction and coordination.
- Write and maintain project management plans with particular emphasis on meeting Federal Highway Administration (FHWA) and Caltrans requirements.
- Support in coordination of interagency and public/involvement/consensus building including the preparation of presentation materials and making presentation, as requested, and documentation of this process.
- Ability to maintain and foster relationships with agencies, local governments, and other consultants.
- Assist in coordinating projects with agencies such as Federal Highway Administration (FHWA), Caltrans, County of San Bernardino, cities, utility companies, and other local agencies and stakeholders.
- Maintain scope, cost, and schedule for projects and programs.
- Work on an integrated team relationship with SANBAG's staff.

- Manage and oversee other consultant's work, including performing design reviews.
- Establish project delivery plans and maintain adherence to them.
- Assure quality and efficient/timely completion of all project components.
- Coordinate design reviews by other governmental agencies and private companies.

### **3.3 Technical Support**

CONSULTANT shall assist SANBAG in the oversight of work performed by other consultants. CONSULTANT shall provide technical assistance on an as-needed basis. This work may be performed by CONSULTANT staff assigned to SANBAG's office or by others working out of the CONSULTANT's office. As necessary, support in technical areas will be specifically requested and identified by SANBAG. Activities include, but are not limited to:

#### *Technical Support*

- CONSULTANT shall provide as-needed transportation engineering and technical expertise in all major elements of architecture and engineering (civil, structural, electrical, traffic, landscape architecture, drainage, utilities) as they pertain to design of transportation projects.
- Development, maintenance, and control of design criteria and standards for transportation projects.
- Prepare and review cost estimates and unit costs in accordance with FHWA and/or Caltrans guidelines.
- Advise SANBAG staff in technical matters and assist in the resolution of technical issues and problems, including claims review and resolution.
- Value engineering and constructability review expertise as needed.
- Provide utility coordination, agreement preparation, and execution assistance.
- Assist in the preparation and implementation of Project Management Plans.
- Coordinate peer reviews and partnering sessions.
- Provide expertise in preparing information to meet Project Approval/Environmental Document (PA&ED), Project, Specifications & Estimates (PS&E), Bid Package, and Advertise & Award requirements including any progress reporting.
- Risk analysis support.
- Preparation of graphics and visuals.

- Specialized reports as assigned, including pre- and post- construction surveys.

### **3.4 Contract Management**

CONSULTANT shall provide contract management assistance to the SANBAG staff. Activities include, but are not limited to:

- Support in procurements of other consultants on the transportation projects, including assistance with project delivery methods, and contract administration.
- Assist SANBAG staff in preparing cooperative agreements with other agencies, and consultant agreements, amendments, and scopes of work.
- Assist in reviewing other consultant, or local agency invoices for compliance with contract or cooperative agreement terms, including review for accuracy and consistency.
- Assist in administering payments, and other associated general administrative activities.
- Prepare contract status reports.

### **3.5 Project Controls**

CONSULTANT shall assist the SANBAG staff with scheduling, budgeting, cost control, change control, quality control, and document control. Activities include, but are not limited to:

- Assist in establishing and maintaining the transportation program schedule, and monitor the individual project schedules.
- Assist in establishing project budgets and monitoring cost estimating by other consultants.
- Manage and maintain current cost estimates for each project and evaluate and incorporate any cost or project scope changes.
- Monitor the Quality Assurance/Quality Control (QA/QC) program established by other consultants working on the transportation program, including establishing an overall program standard of quality and monitoring its adherence.
- Update, manage, and maintain the SANBAG document control system and database per SANBAG procedures. All incoming and outgoing items shall be logged, filed and distributed. Other document control activities include the logging and storage of archival information, security of controlled documents, and electronic file maintenance. Accurate records of correspondence, drawings, reports, and other project related documents and deliverables shall be maintained.

- Provide expertise of state-of-the-art knowledge of information technology practices as related to project controls.

### **3.6 Administrative Support**

CONSULTANT shall provide day-to-day administrative support to the SANBAG Project Management Team developing transportation projects. This administrative support shall provide all necessary administrative and secretarial assistance. Anticipated activities include, but are not limited to:

- Assisting in the preparation of reports and correspondence.
- Data processing and preparation of databases, spreadsheets, flow diagrams, agendas, meeting reports, coordinate travel arrangements, and assist in drafting power point presentations.
- Research and summarization as requested.
- Other administrative duties as assigned.

### **3.7 Construction Management Support**

CONSULTANT shall provide as needed construction management consultation for constructability review and claims evaluation and resolution.

## **4.0 STAFFING**

### **4.1 Level of Support**

All CONSULTANT staff shall work in an integrated team relationship with SANBAG staff members, as well as other consultants. The level of effort required by the CONSULTANT key staff team under this contract shall be of such level to provide the project management and project control to ensure the successful delivery of a well managed program. The CONSULTANT key staff shall be assigned full-time and shall be available Monday thru Friday. The level of effort of this key staff will be re-evaluated periodically to assure that the appropriate level of support is maintained. SANBAG shall have sole discretion in defining and making changes in positions and tasks assigned to CONSULTANT during any re-evaluations. CONSULTANT shall provide support in the following functions:

- Corridor Project Management
- Project Management
- Technical Oversight and Support
- Project Controls
- Contract Management
- Administrative Support

- Construction Management

Due to the potential variability in the transportation program requirements, CONSULTANT shall supplement the core staff by providing SANBAG approved specialized personnel/expertise as required to assist in effectively providing the functions above.

## **4.2 Location**

The CONSULTANT core staff shall be co-located with SANBAG staff at its administration facilities located at 1170 W 3<sup>rd</sup> St, San Bernardino, CA 92410.

## **4.3 Material and Services Provided By SANBAG**

SANBAG will provide office space, furniture, basic computer hardware and software, telephones, office supplies, and printing services to individuals assigned to SANBAG's office in San Bernardino, California. Any special equipment, specialized computer software, or supplies required by these individuals shall be provided by CONSULTANT.

## **5.0 DELIVERABLES**

### **5.1 Anticipated Deliverables**

CONSULTANT shall cause to happen the deliverables pertinent to tasks assigned by SANBAG. Deliverables for the transportation program include, but are not limited to:

- |   |   |
|---|---|
| • Project management plans  | • Planning reports and studies as assigned      |
| • Project schedules   | • Graphics and visuals                          |
| • Design/other consultant reviews                                     | • Agency cooperative agreements                 |
| • Utility agreements  | • Procurement and contract management documents |
| • Design criteria(s) and standards                                    | • Project status reports                        |
| • Cost estimates (capital and O&M)                                    | • Program schedules                             |
| • Value engineering, constructability and peer review session reports | • Project budgets                               |
| • Risk analysis documentation   | • QA/QC monitoring reports                      |
| • Technical reports and studies as assigned                           | • Document control logs                         |
| • Constructability Review   | • Project closeouts                             |
| • Claims Review, Consultation   |   |

Specific deliverables will be further defined during the term of the Agreement.

# **ADDITIONAL INFORMATION**

# SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<b>Administrative Committee</b> SANBAG President, Vice President, and Immediate Past President 3 East Valley (2 City, 1 County) 3 West Valley (2 City, 1 County) 3 Mt/Desert (2 City, 1 County) City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea. Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the Administrative Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight.  Committee has authority to approve contracts of up to \$25,000 with Board of Directors ratification to follow.	Paul Eaton, Montclair, Vice President (Chair) Gary Ovitt, Supervisor, President (Vice Chair) Vacant (Lawrence Dale, Barstow), Past President Paul Biane, Supervisor Pat Gilbreath, Grand Terrace Josie Gonzales, Supervisor Mike Leonard, Hesperia Brad Mitzelfelt, Supervisor Pat Morris, San Bernardino Gwenn Norton-Perry, Chino Hills Rick Roelle, Apple Valley Dennis Yates, Chino	6/30/2009 6/30/2009 6/30/2009 12/31/2009 12/31/2010 12/31/2009 12/31/2010 12/31/2008 12/31/2009 12/31/2009 12/31/2009 12/31/2010
<b>Commuter Rail Committee</b> Nine Valley-elected officials, four of who shall be the Southern California Regional Rail Authority primary (*) and alternate (**) members. The terms of appointments for SCRRRA members and alternates shall be concurrent with their term on SCRRRA. The four remaining members shall be SANBAG Board Members appointed by the SANBAG President for two-year terms.	Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority delegates with respect to commuter rail service in San Bernardino County.  * SCRRRA Primary Member ** SCRRRA Alternate Member	Pat Gilbreath, Redlands** (Chair) Paul Eaton, Montclair* (Vice Chair) Kelly Chastain, Colton Bea Cortes, Grand Terrace Neil Derry, Supervisor Larry McCallon, Highland Pat Morris, San Bernardino* John Pomierski, Upland Diane Williams, Rancho Cucamonga**	Indeterminate (6/30/2009) Indeterminate (6/30/2009) 12/31/2009 12/31/2010 12/31/2010 12/31/2010 Indeterminate 12/31/2009 Indeterminate
<b>Mountain/Desert Committee</b> Membership consists of SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First and Third Districts.	Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.	Brad Mitzelfelt, Supervisor (Chair) Bill Jahn, Big Bear Lake (Vice Chair) Neil Derry, Supervisor Jim Harris, Twentynine Palms Mike Leonard, Hesperia Ryan McEachron, Victorville Julie McIntyre, Barstow William Neeb, Yucca Valley Trinidad Perez, Adelanto Rick Roelle, Apple Valley Jeff Williams, Needles	Indeterminate (6/30/2009) Indeterminate (6/30/2009) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate

# SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p><b>Major Projects Committee</b></p> <p>Membership consists of SANBAG Board Members from jurisdictions in the Valley and County Supervisors representing areas in the Valley.</p>	<p>Provides policy guidance and recommendations to the Board of Directors on issues related to the Measure I Major Projects in the Valley.</p>	<p>John Pomierski, Upland (Chair)</p> <p>Bea Cortes, Grand Terrace (Vice Chair)</p> <p>Paul Biane, Supervisor</p> <p>Kelly Chastain, Colton</p> <p>Neil Derry, Supervisor</p> <p>Paul Eaton, Montclair</p> <p>Pat Gilbreath, Redlands</p> <p>Josie Gonzales, Supervisor</p> <p>Larry McCallon, Highland</p> <p>Patrick Morris, San Bernardino</p> <p>Gwenn Norton-Perry, Chino Hills</p> <p>Mark Nuaimi, Fontana</p> <p>Gary Ovitt, Supervisor</p> <p>Richard Riddell, Yucaipa</p> <p>Rhodes "Dusty" Rigsby, Loma Linda</p> <p>Ed Scott, Rialto</p> <p>Alan Wapner, Ontario</p> <p>Diane Williams, Rancho Cucamonga</p> <p>Dennis Yates, Chino</p>	<p>Indeterminate (6/30/2009)</p> <p>Indeterminate (6/30/2009)</p> <p>Indeterminate</p> <p>Indeterminate</p> <p>Indeterminate</p> <p>Indeterminate</p> <p>Indeterminate</p> <p>Indeterminate</p> <p>Indeterminate</p> <p>Indeterminate</p> <p>Indeterminate</p> <p>Indeterminate</p> <p>Indeterminate</p> <p>Indeterminate</p> <p>Indeterminate</p> <p>Indeterminate</p> <p>Indeterminate</p> <p>Indeterminate</p> <p>Indeterminate</p> <p>Indeterminate</p>
<p><b>Plans &amp; Programs Committee</b></p> <p>Membership consists of three city SANBAG Board Members from each of the West Valley, East Valley, and Mountain/Desert subregions and all County Supervisors.</p> <p>City members shall be elected by caucus of city SANBAG Board Members within the subarea.</p>	<p>Provides ongoing policy level oversight for:</p> <p>(1) State and federal funding and programming requirements and related actions;</p> <p>(2) Congestion Management Program, Comprehensive Transportation Plan, and input into the Regional Transportation Plans; and</p> <p>(3) Transit, Call Box, Rideshare, and Freeway Service Patrol programs.</p> <p>Committee has authority to approve contracts of up to \$25,000 with notification to Board of Directors</p>	<p>Mark Nuaimi, Fontana (Chair)</p> <p>Paul Eaton, Montclair (Vice Chair)</p> <p>Paul Biane, Supervisor</p> <p>Bea Cortes, Grand Terrace</p> <p>Neil Derry, Supervisor</p> <p>Josie Gonzales, Supervisor</p> <p>Bill Jahn, Big Bear Lake</p> <p>Larry McCallon, Highland</p> <p>Brad Mitzelfelt, Supervisor</p> <p>William Neeb, Yucca Valley</p> <p>Gary Ovitt, Supervisor</p> <p>Richard Riddell, Yucaipa</p> <p>Rick Roelle, Apple Valley</p> <p>Diane Williams, Rancho Cucamonga</p>	<p>12/31/2009 (6/30/2009)</p> <p>12/31/2010 (6/30/2009)</p> <p>Indeterminate</p> <p>12/31/2009</p> <p>Indeterminate</p> <p>Indeterminate</p> <p>12/31/2009</p> <p>12/31/2010</p> <p>Indeterminate</p> <p>12/31/2010</p> <p>Indeterminate</p> <p>12/31/2010</p> <p>12/31/2010</p> <p>12/31/2009</p>

### Policy Committee Meeting Times

Administrative Committee	Second Wednesday, 9:00 a.m., SANBAG Offices
Commuter Rail Committee	Third Thursday every other month following the SANBAG Board meeting (Odd Months), 12:00 noon, SANBAG Offices
Major Projects Committee	Second Thursday following the SANBAG Board meeting, 9:00 a.m., SANBAG Offices
Mountain/Desert Committee	Third Friday, 9:00 a.m., Apple Valley
Plans & Programs Committee	Third Wednesday, 12:00 noon, SANBAG Offices

# SANBAG Policy Committee Membership

## SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<b>Audit Subcommittee of the Administrative Committee</b> In November 2008, the Board approved the creation of an Audit Subcommittee of the Administrative Committee to strengthen the financial oversight function of the Board.  Additional SANBAG Board Members may be appointed annually at the discretion of the Board President.	The responsibilities of the Audit Subcommittee shall be to: <ul style="list-style-type: none"> <li>• Provide a direct contact between the independent auditor and the Board of Directors before, during and after the annual audit.</li> <li>• Work with the auditor and SANBAG staff on reviewing and implementing practices and controls identified in the annual audit.</li> </ul>	Audit Subcommittee - SANBAG President – Gary Ovitt, Supervisor - Vice President – Paul Eaton, Montclair - Immediate Past President – Vacant - Presidential Appointment – Pat Gilbreath, Redlands
<b>Ad Hoc Committee to Review Council of Government Roles</b> In June 2006, the SANBAG President appointed the committee.	Reviews SANBAG activities and Board Member requests related to SANBAG's role as a Council of Governments.	Kelly Chastain, Colton (Chair) Dennis Hansberger, SBCO, representing East Valley and Mountain/Desert Josie Gonzales, SBCO, representing the East Valley John Pomierski, Upland, representing West Valley and recognizing his position as Major Projects Committee Chair Pat Morris, San Bernardino, representing the East Valley Paul Eaton, Montclair, representing the West Valley and recognizing his position as Plans & Programs Committee Chair Vacant - Jim Lindley, Hesperia, representing Mountain/Desert and recognizing his position as Mountain/Desert Committee Vice Chair.
<b>Ad Hoc Committee on Litigation with San Bernardino County Flood Control District (Colonies Development)</b> In January 2007, the SANBAG President was authorized to appoint an ad hoc review committee of SANBAG Board Members who do not represent local jurisdictions party to the San Bernardino County Flood Control District vs. SANBAG litigation relative to the Colonies Development	Reviews and provides guidance on litigation with San Bernardino County Flood Control District (Colonies Development).	Pat Morris, San Bernardino, Chair Mark Nuaimi, Fontana Pat Gilbreath, Redlands Richard Riddell, Yucaipa Larry McCallon, Highland

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
AVL	Automatic Vehicle Location
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CC	Closed Circuit TV
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CMS	Changeable Message Sign
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	Environmental Protection Agency
EPW	Senate Committee for Environment and Public Works
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
GPS	Global Positioning System
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership

ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LLP	Longer Life Pavement
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
PUC	Public Utilities Commission
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
S RTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program

TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 <sup>st</sup> Century
TI	Transportation and Infrastructure
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

# ***San Bernardino Associated Governments***



## **MISSION STATEMENT**

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993  
Reaffirmed March 6, 1996